

CITY OF SAN ANTONIO
FINANCE DEPARTMENT – PROCUREMENT DIVISION
CONTRACT OVERLAY DOCUMENT FOR GSA SCHEDULE 47QSWA18D008F

This Contract (“Contract”) is entered into by and between the **City of San Antonio**, a Texas Municipal Corporation (“City”), acting by and through its Chief Financial Officer or designee (“Director”) and **Carahsoft Technology Corp.** (“Carahsoft”). City and Carahsoft may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1. Incorporation of Attachments

Each of the attachments and exhibits listed below is an essential part of this Contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – GSA Contract Clause Document 47QSWA18D008F
Attachment B – Carahsoft MAS Schedule Terms & Conditions
Attachment C – Carahsoft Quote 51425420
Attachment D – Sherpa and Carahsoft SOW Documents
Attachment E – GTY Technology Transformation Agreement
Attachment F – Third Party Vendor IT Security Questionnaire AWS

Exhibit 1 – Acceptable Use of Information Technology
Exhibit 2 – Access Control
Exhibit 3 – City Data Security
Exhibit 4 – City Technology Standards 2023
Exhibit 5 – Non-City Employee Provisioning Guide
Exhibit 6 – City Testing Policy
Exhibit 7 – City Testing Strategy

2. Term of Contract

Original Contract Term. This Contract shall begin on the effective date of the ordinance awarding this Contract. The license period shall begin upon provisioning and end January 31, 2026 and then annually renew on February 1st of each year. This Contract shall remain in full force and effect annually through January 31, 2033, unless otherwise terminated in accordance with Termination-Breach or Termination-Funding in this Contract. Pricing shall remain firm for the Original Contract Term.

Renewals. At City’s option, this Contract may be renewed under the same terms and conditions for THREE additional ONE-year period(s) throughout the duration of GSA MAS 47QSWA18D008F, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor. Carahsoft may increase Fees no more than once each year following the Original Contract Term in an amount that will not exceed 4% by providing written notice to City at least 30 calendar days prior to any such increase.

Term Consistent with GSA Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying GSA cooperative contract, which expires August 21, 2028, and may be renewed for an additional ten-year period through August 21, 2038. Extensions and Renewals cannot extend beyond the term of the underlying cooperative contract.

3. Venue

Venue of any court action brought directly or indirectly by reason of this Contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

4. Amendments

Except where the terms of this Contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Carahsoft. The Director of the Finance or Information Technology Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

5. Acceptance Process

Carahsoft shall ensure Sherpa develops a detailed Project Plan that articulates the responsibilities of both Parties ("Project Plan"). The Project Plan must be in sufficient detail to specify the configuration, conversions, integrations, development, training, testing, acceptance, go-live, and activities described in the Service Agreement. Carahsoft must ensure Sherpa submits the Project Plan to the City, for the City's review and approval within ten (10) days of the Start Date, and City agrees to provide approval of the Project Plan within fourteen (14) days. Parties agree to cooperate to work through any edits and/or updates to the Project Plan prior to final approval within the timeframe provided herein.

All remaining deliverables submitted to the City hereunder shall be submitted to a designated City employee (Designated City Employee) for approval and that such deliverables comply in all material respects with the requirements as set forth in **Attachment D**, Statement of Work. If there are material issues, within 5 days of deliverable submission the Parties will escalate resolution of such issues by escalating to higher levels of management.

In the event of any material nonconformity or nonfunctionality of deliverables with their applicable requirements, Designated City Employee shall provide Carahsoft written notification within 7 business days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Carahsoft shall have 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 7 business days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, Designated City Employee will provide a second notice of nonconformity or nonfunctionality of the system within 7 business days of delivery. Carahsoft shall have an additional 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 7 business days to evaluate and determine if such cure is acceptable. In the event the Deliverable contains the same material nonconformity or nonfunctionality of applicable requirements, remaining unacceptable, Designated City Employee will provide Carahsoft with a third notice of any nonconformity or nonfunctionality of the system which shall constitute breach of contract in which City may immediately terminate in part for cause for such Deliverable.

Upon approval of each Milestone Deliverable, as set forth in Attachment D, Appendix A, Initial Order Form, Section 2.2 Implementation Milestones, a retainage in the amount of 10% of the Milestone Deliverable price shall be held by the City, to be paid upon City's acceptance of Milestone Deliverable 6 "Publishing Live" (the "Retainage"). For the avoidance of doubt, the Retainage shall not apply to Milestone Deliverable 6 or 7. The City Project Team will review for approval and Designated City Employee shall sign off on each Milestone Deliverable.

6. INDEMNIFICATION

Carahsoft shall indemnify, defend, and hold harmless City and its agents, officers, directors and employees ("City Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by City Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on Carahsoft's negligence, gross negligence, willful misconduct or violation of applicable law. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CARAHSOFT of any of its obligations under this paragraph.

7. Termination

Termination-Breach. Should Carahsoft Technology Corp fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Carahsoft Technology Corp, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Carahsoft Technology Corp to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Carahsoft Technology Corp specifying the matters in default and the cure period. If Carahsoft Technology Corp fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Carahsoft Technology Corp of any liability to the City for damages sustained by virtue of any breach by Carahsoft Technology Corp.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Regardless of how this Contract is terminated, City shall receive a refund of all prepaid annual license fees on a prorated basis (annual license fees divided by 12) for any full month(s) for which Customer does not receive services as of the date such termination is effective.

8. Notice

Except where the terms of this Contract expressly provide otherwise, any election, notice or communication required or permitted to be given under this Contract shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Information Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Carahsoft to:

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190

With copy to:

City of San Antonio
Finance Department, Procurement Division
P.O. Box 839966
San Antonio, Texas 78283-3966

9. Assignment

Except as otherwise stated herein, Carahsoft may not sell, assign, pledge, transfer or convey any interest in this Contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Carahsoft shall remain liable for completion of the services and provision of goods outlined in this Contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

10. State Prohibitions on Contracts

A. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of this Contract. City hereby relies on Company's verification. If found to be false, City may terminate this Contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract. City hereby relies on Company's verification. If found to be false, City may terminate this Contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or

firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate this Contract for material breach.

B. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Carahsoft hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Carahsoft's certification. If found to be false, or if Carahsoft is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

C. Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Carahsoft acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this Contract. Carahsoft agrees that this Contract can be terminated if Carahsoft knowingly or intentionally fails to comply with a requirement of that subchapter.

By signing this Contract, Carahsoft warrants and certifies, and a contract awarded pursuant to this Contract is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Carahsoft's certification, and if found to be false, City may terminate the Contract for material breach.

11. Insurance

Prior to the commencement of any work and/or service under this Contract, CARAHSOFT must provide a completed Certificate(s) of Insurance to CITY's Information Technology Services Department. The certificate must be:

- clearly labeled with the name of this Contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this contract until such certificate and endorsements have been received and approved by CITY'S Information Technology Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this contract, CARAHSOFT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this Contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this contract based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CARAHSOFT shall obtain and maintain in full force and effect for the duration of this contract, at CARAHSOFT'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CARAHSOFT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

CARAHSOFT must require, by written contract, that all subcontractors providing goods or services under this contract obtain the same insurance coverages required of CARAHSOFT and provide a certificate of insurance and

endorsement that names CARAHSOFT and CITY as additional insureds. CARAHSOFT shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CARAHSOFT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Information Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

CARAHSOFT's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Carahsoft shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CARAHSOFT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CARAHSOFT'S performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

In addition to any other remedies CITY may have upon CARAHSOFT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CARAHSOFT to stop work and/or withhold any payment(s) which become due to CARAHSOFT under this contract until CARAHSOFT demonstrates compliance with requirements.

Nothing contained in this contract shall be construed as limiting the extent to which CARAHSOFT may be held responsible for payments of damages to persons or property resulting from CARAHSOFT'S or its subcontractors' performance of the work covered under this contract.

CARAHSOFT'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this contract.

The insurance required is in addition to and separate from any other obligation contained in this contract and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CARAHSOFT and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

12. Click Through Terms

Regardless of any other provision or other license terms which may be issued by Carahsoft after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth herein shall supersede and govern the license terms between City and Carahsoft.

In the event that conflicting or additional terms in Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over these terms.

13. Entire Agreement

This Contract, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

Signature Page

Carahsoft represents that:

(s)he is authorized to bind Carahsoft to fully comply with the terms and conditions of this Contract for the prices stated;

(s)he has read the entire document and agreed to the terms;

Carahsoft is in good standing with the Texas State Comptroller's Office; and to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below.

Offeror Information

Please Print or Type

Vendor ID No. 1029773

Signer's Name Natalie LeMay

Name of Business Carahsoft Technology Corp.

Street Address 11493 Sunset Hills Rd, Ste 100,

City, State, Zip Code Reston, Virginia, 20190

Email Address contracts@carahsoft.com

Telephone No. 703-871-8500

Fax No. 703-871-8505

Natalie LeMay
Signature of Person Authorized to Sign

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

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Contract Number : **47QSWA18D008F**

Created on August 19, 2024

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52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
 - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
 - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—
 - (i) The systems of records; and
 - (ii) The design, development, or operation work that the Contractor is to perform;
- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a

system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide

evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the

Government.

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT
CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,
EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the 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 them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations,

documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

- (i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
- (ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
- (iii) To a U.S. Postal Service facility; or
- (iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) (i) Order specified carrier equipment when requested by the Government; or
- (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
- (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
- (4) Be responsible for any loss of and/or damage to the goods—
 - (i) Occurring before delivery to the carrier;
 - (ii) Resulting from improper packing or marking; or
 - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
- (5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—
 - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
 - (iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

**52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION
(FEB 2006)**

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) Prepare and distribute commercial bills of lading or other transportation receipt;
- (3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and
- (5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

**52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION
(APR 1984)**

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or

- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;
- (2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and
- (ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and
- (3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL
PACKAGE SHIPMENTS (JAN 1991)**

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
- (e) Loss and damage claims will be processed by the Government.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

- (a) Definition. Domestic destination, as used in this clause, means—
 - (1) A destination within the contiguous United States; or
 - (2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.
- (b) Unless otherwise directed by the Contracting Officer, the Contractor shall—
 - (1) Send a prepaid notice of shipment to the consignee transportation officer—
 - (i) For all shipments of—
 - (A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a "Report of Shipment" or "REPSHIP FOR T.O."

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456*-BL***-C98000031*****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities.* Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

I-FSS-624 OFFICE COPIER UTILIZATION GUIDELINES (MAY 2000)

Ordering offices using this Federal Supply Schedule should select the appropriate and most economical copier equipment and/or plans for the application intended. The selection process should include a review of the functional and financial advantage of all available copying processes. FAR 7.4, Equipment Lease or Purchase, provides guidance in determining whether equipment should be acquired by lease or purchase; (FAR 8.404 provides ordering procedures applicable to Federal Supply Schedules.

Pursuant to a recommendation of the General Accounting Office and in order to assist ordering offices in this evaluation, office copying machine contractors are requested to include in their authorized pricelists specific factual and objective information concerning the productivity and supply use associated with each copier. Such information should relate to the price of equipment and/or plans, price of supplies, rates of consumption, machine production rate, etc., and may include price-per-copy computations. The information furnished should be predicated upon equipment and supplies at prices awarded on the schedule contract. Supply costs should be based on the use of supplies offered by the Contractor for the specific model. Contractors should state all assumptions and the basis for their calculations.

The principal value of the information requested will be to expedite the selection of the appropriate and most economical equipment and/or plan. This will largely depend upon the clarity and reliability of the information

furnished. The Contractor should state that all calculations are his own and that he is solely responsible for their accuracy.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause

52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2024)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause

52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996)	Clause

	(ALTERNATE I - MAY 2003)	
552.211-89	NON-MANUFACTURED WOOD	Clause
	PACKAGING MATERIAL FOR EXPORT	
	(JUL 2016)	
552.229-71	FEDERAL EXCISE TAX - C	Clause
	GOVERNMENT (SEP 1999)	
552.252-6	AUTHORIZED DEVIATIONS IN	Clause
	CLAUSES (NOV 2021) (DEVIATION	
	FAR 52.252-6)	

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

**52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006)
(DEVIATION – FEB 2007)**

(a) The term “f.o.b. inland carrier, point of exportation,” as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) Prepare and distribute commercial bills of lading or other transportation receipt;
- (3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and
- (ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and
- (5) At the ordering activity’s request and expense, assist in obtaining the documents required for—
 - (i) Exportation; or
 - (ii) Importation at destination.

**52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)
(DEVIATION - MAY 2003)**

- (a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.
- (c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I –
SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
- (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.

- (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
- (1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

**52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED
MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS
(MAY 2008)**

- (a) Definitions. As used in this clause#

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to X.

552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)

(a) Inspection by Government personnel.

(1) Supplies to be furnished under this contract will be inspected at source by the Government before shipment from the manufacturing plant or other facility designated by the Contractor, unless the Contractor is otherwise notified in writing by the Contracting Officer or a designated representative. Notwithstanding the foregoing, the Government may perform any or all tests contained in the contract specifications at a Government facility without prior written notice by the Contracting Officer before release of the supplies for shipment. Samples sent to a Government testing facility will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located. The Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until after inspection by the Government is completed and shipment is authorized by the Government..

(b) Inspection and receiving reports. For each shipment, the Contractor shall be responsible for preparation and distribution of inspection documents as follows:

(1) DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent for deliveries to military agencies; or

(2) GSA Form 308, Notice of Inspection for deliveries to GSA or other civilian agencies. When required, the Contractor will be furnished a supply of GSA Form 308 and/or DD Form 250, and complete instructions for their preparation and distribution.

(c) Inspection facilities.

(1) The inspection system required to be maintained by the Contractor in accordance with FAR 52.246-2, Inspection of Supplies—Fixed Price, may be the Contractor's own facilities or any other facilities acceptable to the Government. These facilities shall be utilized to perform all inspections and tests of materials and components before incorporation into end articles, and for the inspection of such end articles before shipment. The Government reserves the right to evaluate the acceptability and effectiveness of the Contractor's inspection system before award and periodically during the contract period

(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies..

(3) The Contractor shall deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and the U.S. Virgin Islands) that is

equipped to perform all inspections and tests required by this contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests

(d) Availability of records.

(1) In addition to any other requirement of this contract, the Contractor shall maintain records showing the following information for each order received under the contract:

- (i) Order number;
- (ii) Date order received by the Contractor;
- (iii) Quantity ordered;
- (iv) Date scheduled into production;
- (v) Batch or lot number, if applicable;
- (vi) Date inspected and/or tested;
- (vii) Date available for shipment;
- (viii) Date shipped or date service completed; and
- (ix) National Stock Number (NSN), or if none is provided in the contract, the applicable item number or other contractual identification.

(2) These records should be maintained at the point of source inspection and shall be available to the Contracting Officer, or an authorized representative, for

- (i) 3 years after final payment; or
- (ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(e) Additional cost for inspection and testing. The Contractor will be charged for any additional cost for inspecting/testing or reinspection/ retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies--Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$ownerInsert1 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$ownerInsert2 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and \$ownerInsert3 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

(f) Responsibility for rejected supplies. When the Contractor fails to remove or provide instructions for the removal of rejected supplies under FAR 52.246-2(h) pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to the remedies provided in FAR 52.246-2, supplies may be--

- (1) Stored for the Contractor's account;
- (2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or
- (3) Sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

*The rates to be inserted are established by the Commissioner of the Federal Acquisition Service or a designee.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at

<http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

- (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
- (f) *Subcontracts.*
 - (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
 - (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
 - (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
 - (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR [52.245-1](#), Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting

Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation.* At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19

"Due to a system limitation, a Maximum Order value of \$250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the [41 U.S.C. 8504](#). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level

To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

**52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE
CONTRACT LABOR STANDARDS TO CONTRACTS FOR
CERTAIN SERVICES--REQUIREMENTS (MAY 2014)**

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

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

“Computer database” or “database” means a collection of recorded information in a form capable of,

and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for

any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its

behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are

authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment

during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 ([31 U.S.C. 3727](#), [41 U.S.C. 6305](#)).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

Note: Regulation 52.232-36

Proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD

SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

- (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
 - (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.
- (f) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
 - (2) Negotiate more favorable prices when the total increase requested is not supported; or,
 - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.
- (g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).
- (h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and

other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify.*

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition.* *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

- (1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).
 - (2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM-D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)
 - (3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.
 - (4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.
 - (5) AFMAN 24-204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.
 - (6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.
- (c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:
- (1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.
 - (2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.
 - (3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.
- (d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24-204 codes, as applicable.
- (e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

- (a) *Definitions.* As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

- (1) Directly by a parent corporation; or
 - (2) Through another subsidiary of a parent corporation.
- (b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the

Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at [9.108-2](#).

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes

the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II –
JUL 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).
 - (2) Increases are requested before the last 60 days of the contract period.
 - (3) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate smaller increases when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

**552.211-89 NON-MANUFACTURED WOOD PACKAGING
MATERIAL FOR EXPORT (JUL 2016)**

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at <http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm>), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition.* As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
- (3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and

39.105).

- (c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

- (d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

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

“*Compensation*” means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

“*Compensation information*” means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor’s profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

“*Essential job functions*” means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

“*Gender identity*” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“*Sexual orientation*” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“*United States*,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for

work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places

available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for

materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

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

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary

of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

- (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract

which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review

procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to

produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under

[41 U.S.C. 6706.](#)

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).

(t) *Disputes Concerning Labor Standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41

NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE
CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) (BACK)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision —

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

"*Electronic Funds Transfer (EFT) indicator*" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart [32.11](#)) for the same entity.

"*Registered in the System for Award Management (SAM)*" means that —

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM

registration process; and

(4) The Government has marked the record “Active”.

“*System for Award Management (SAM)*” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

“*Unique entity identifier*” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments,

as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction

instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery.* The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery

will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

Government's stated delivery time (days ARO)

Contractor's delivery time

(b) *Expedited delivery times.* For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

Expedited delivery time (hours/days ARO)

(c) *Overnight and 2-Day delivery times.* Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability.* This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation.* Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery.* Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS

FOR SHIPPING (MAY 2019)

(a) *Responsibility.* It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation.* In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments.* The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box _____ of _____ Boxes.
- (7) Nomenclature (brief description of items).

**552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM
(MAY 2019)**

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state "Order Acknowledgment Required." These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any

order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**552.238-95 SEPARATE CHARGE FOR PERFORMANCE
ORIENTED PACKAGING (POP) (MAY 2019)**

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

**552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN
CONSIGNEE'S PREMISES (MAY 2019) [538.273\(d\)\(20\)](#)**

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order..

ITEMS

(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury

Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) <http://www.sam.gov>. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.nist.gov/itl>. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, <http://www.gsa.gov>.

(f) GSA Advantage![®].

(1) GSA Advantage![®] uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage![®] enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage![®] may be accessed via the GSA Home Page. The Internet address is: <http://www.gsa.gov>.

**552.238-104 DISSEMINATION OF INFORMATION BY
CONTRACTOR (MAY 2019)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

**552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS
(MAY 2019)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

**552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY
SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS**

Solicitation No. 47QSM20R0001 Refresh 0022

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

**552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL
SUPPLY SCHEDULES) (MAY 2019)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83

The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,
- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

**552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES
(MAY 2019)**

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

- (1) Comply with the same terms and conditions as the Contractor for sales made under the contract;
 - (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or supply/model sold;
 - (iv) The quantity of each service or supply/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
 - (3) Be subject to audit by the Government, with respect to sales made under the contract; and
 - (4) Place orders and accept payments in the name of the Contractor in care of the dealer.
- (b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

- (a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation "Delivery Service Requested" on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.
 - (2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.
 - (3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.
- (b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.
- (c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-88 GSA ADVANTAGE![®]. (MAY 2019)

(a) The Contractor shall participate in the GSA Advantage![®] online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, *Electronic Commerce*.

(b) The Contractor shall refer to contract clauses 552.238-77, *Submission and Distribution of Authorized FSS Price Lists* (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, *Modifications* (which addresses electronic file updates).

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) [552.238-90](#) Characteristics of Electric Current

(d) [552.238-91](#) Marking and Documentation Requirements Per Shipment

(e) [552.238-97](#) Parts and Service

(f) [552.238-99](#) Delivery Prices Overseas

(g) [552.238-100](#) Transshipments

- (h) [552.238-101](#) Foreign Taxes and Duties
- (i) 52.247-34 FOB Destination
- (j) 52.247-38 FOB Inland Carrier, Point of Exportation
- (k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

- (a) Prices offered must cover delivery to destinations as provided as follows:
 - (1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)
 - (2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.
 - (3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.
- (b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 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.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]
- (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

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in [19.000\(a\)\(3\)](#) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED

FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77

Contractors must follow the detailed guidance and requirements provided in the Contract Requirements and Modification Guidance page (www.gsa.gov/mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) *First-tier subcontract information.* Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

- (i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fhrs.gov>, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received -

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless

one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

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

Commercial and Government Entity (CAGE) code means-

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with [subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH
DISABILITIES (JUN 2020)**

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

- (1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

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

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

- (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
- (2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

- (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 932](#)) as extended by the Defense Base Act ([42 U.S.C. 1651](#), *et seq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;
 - (2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 930](#)(a), 20 CFR 702.201 to 702.203);
 - (3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#), 20 CFR 702.231 and 703.232);
 - (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 907](#), 20 CFR 702.402 and 702.419);
 - (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(d), 20 CFR 702.251);
 - (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(c), 20 CFR 702.234);
 - (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(c) and (g), 20 CFR 702.234 and 702.235); and
 - (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.
- (b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwclsdba.htm>.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) (BACK)

52.204-2 SECURITY REQUIREMENTS (MAR 2021)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with –
- (1) The Security Agreement ([DD Form 441](#)), including the National Industrial Security Program Operating Manual (32 CFR part 117); and
 - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

- (a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:
- (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor

shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include—

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including “zero” sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)’s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet:
http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at <https://srp.fas.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such

instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3

Safety Data Sheets, hazardous material labels and other relevant data should not be submitted to the MAS Contracting Officer. This information should be provided directly to the ordering activity in accordance with this clause.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of “(DEVIATION

FAR (clause number))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) 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)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor’s managerial personnel means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific

requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(I) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under (f)(1)(iii)(A).

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- (3) Quantity.
 - (4) Accountable contract number.
 - (5) A statement indicating current or future need.
 - (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
 - (7) All known interests in commingled material of which includes Government material.
 - (8) Cause and corrective action taken or to be taken to prevent recurrence.
 - (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
 - (10) Copies of all supporting documentation.
 - (11) Last known location.
 - (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.
- (C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-
- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
 - (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
 - (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) *Utilizing Government property.*
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.
- (ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to
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contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

- (1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

- (2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use [Standard Form 1428](#), Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

- (C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1\(f\)\(1\)\(iii\)](#) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the

property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify

as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(iii) Orders expected to exceed the simplified acquisition threshold and that are—

(A) Set aside for small business under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to a small business concern under multiple-award contracts as described in 19.504(c)(1)(ii);

(iv) Orders, regardless of dollar value, that are—

(A) Set aside in accordance with subparts 19.8, 19.13, 19.14, and 19.15 under multiple award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 19.504(c)(1)(ii); and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern

unless the Contractor waived the evaluation preference.

(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

**52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
(SEP 2021)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

End of Clause

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

- (a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the

Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

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

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

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

Covered telecommunications equipment or services means -

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

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

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

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

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

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

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

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

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

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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

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

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

(b) *Prohibition.*

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

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

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

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

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

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

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)**

(a) *Definition.* "Commercially available off-the-shelf (COTS)" *item*, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product in Federal Acquisition Regulation (FAR) [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that

have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the "EPA Registration Number" for each item offered. Any offer which does not specify a current "EPA Registration Number" in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions- Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

**552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(JAN 2022) (ALTERNATE I - MAR 2020)**

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.*

(ii) Discount information for the new item(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments*

Programs—Supplies.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

**552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(JAN 2022) (ALTERNATE II MAY 2019)**

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINS. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be

submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates.* The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

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

“Energy-efficient product” means a product that—

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of

these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power

“Renewable energy technology” means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/femp/procurement/>);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

- (i) The offer itself.
- (ii) Printed commercial catalogs, brochures, and pricelists.
- (iii) Online product website.
- (iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.
- (d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of a product's environmental attribute on the basis of—
 - (1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);
 - (2) Verification by an independent organization that specializes in certifying such claims; or
 - (3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item -

- (1) Means any item of supply (including construction material) that is -
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs —
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

- (A) Agents;
- (B) Labor brokers;
- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the

living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in

paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the

requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government,

including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS
UNDER EXECUTIVE ORDER 14026 (JAN 2022)**

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

-
- (i) Name, address, and social security number;
 - (ii) The worker's occupation(s) or classification(s);
 - (iii) The rate or rates of wages paid;
 - (iv) The number of daily and weekly hours worked by each worker;
 - (v) Any deductions made; and
 - (vi) Total wages paid.
- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
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(End of clause)

**52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706
(JAN 2022)**

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2) —

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” —

- (1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31](#), subchapter IV), or the Fair Labor Standards Act ([29 U.S.C. chapter 8](#)),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2) (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and
- (ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

- (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including—

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment.*

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
- (ii) The employee's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid (including all pay and benefits provided).
- (iv) The number of daily and weekly hours worked.
- (v) Any deductions made.
- (vi) The total wages paid (including all pay and benefits provided) each pay period.
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
- (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
- (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
- (xiii) The relevant contract.
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

- (2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered

work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid

sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG
COMMERCIAL VESSELS (NOV 2021)**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

- (1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING
DATA — MODIFICATIONS (NOV 2021) (ALTERNATE IV —
OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).]*

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to

Contractor shall not provide any cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

- (a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.
- (b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (APR 2022)

- (a) Definition.

"Order-level materials", as used in this clause, means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this clause are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

- (b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

- (c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

- (d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term "material" in FAR clause 52.212-4 Alternate I, and, therefore, all provisions of FAR clause 52.212-4 Alternate I that apply to "materials" also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract, shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow the procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The Contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the Contractor under paragraph (i)(1)(ii)(A) of FAR clause 52.212-4 Alternate I.

(B) If the Contractor cannot obtain three quotes, the Contractor shall maintain documentation of why three quotes could not be obtained to support their determination.

(C) A Contractor with an approved purchasing system, per FAR subpart 44.3, shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A) through (B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per paragraph (i)(1)(ii)(D)(2) of FAR clause 52.212-4 Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA (Federal Supply Schedules)*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the Industrial Funding Fee (IFF) and the Sales Reporting clauses of the contract.

(10) Order-level materials are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*.

(ii) 552.238-77 *Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists*.

(iii) 552.238-81 *Price Reductions*.

End of clause

**552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE
EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS
WITH DISABILITIES (MAR 2022)**

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work

related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

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 the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

End of clause

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

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

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is

sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees.*

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

- (e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph
(e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

End of clause

552.238-199 SPECIAL ORDERING PROCEDURES APPLICABLE WHEN PROCURING CLOUD COMPUTING ON A CONSUMPTION BASIS (MAR 2022)

(a) Definitions.

(1) “Capital asset” has the meaning given the term by Office of Management and Budget (OMB) Circular A-11 Capital Programming Guide and any amendatory or superseding document(s) thereto.

(2) “Cloud computing” has the meaning given the term by the National Institute of Standards and Technology in Special Publication (SP) 800–145 and any amendatory or superseding document(s) thereto.

(3) “Consumption basis” or “consumption-based” means any offering that is metered with charges that accrue on a predetermined periodic basis (e.g., per second, minute, hour, week, month, or another per-unit basis) and is billed based on actual usage during an elapsed period with predetermined pricing or discounts.

(4) “Requirements task order” means a task order that provides for filling all actual purchase requirements of a designated Ordering Activity during a specified contract period, with performance by the Contractor being scheduled when the Ordering Activity awards, or exercises options for, individual contract line items (CLINs) under the task order.

(i) This task order type is appropriate when the Ordering Activity anticipates recurring requirements but cannot predetermine the precise quantities of services that it will need during a definite period.

(ii) A requirements task order issued under a FSS contract is a single contract award as defined FAR 2.101. Individual CLINs executed and funded under this task order type are not considered to be second-tier instruments issued under the awarded task order.

(iii) A requirements task order is not a requirements contract as described at FAR 16.503.

(b) Ordering procedures.

(1) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS offering.

(2) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(c) Applicability.

(1) The Ordering Activity Contracting Officer shall follow the procedures contained within this clause when placing an incrementally funded task order under this contract for cloud computing services on a consumption basis.

(2) The Ordering Activity Contracting Officer is permitted, but not required to use the procedures contained within this clause for task orders that are not incrementally funded.

(3) The Ordering Activity Contracting Officer shall not use the procedures contained within this clause for the acquisition, maintenance, or modification of capital assets.

(d) Pricing.

(1) The Ordering Activity Contracting Officer shall establish a task order ceiling price for all estimated requirements.

(2) All cloud computing services offered under this FSS contract are considered fixed-price.

(e) Task order type.

The Ordering Activity Contracting Officer shall use a requirements task order for cloud computing services procured on a consumption basis in accordance with this clause.

(1) This task order type may include other contract types, such as firm-fixed-price, when procuring other offerings under this contract that are not being procured on a consumption-basis.

(2) Estimates for cloud computing services to be procured on a consumption basis.

(i) The Ordering Activity Contracting Officer must state a realistic estimate of—

(A) The consumption of cloud computing services in the task order solicitation;
and

(B) The total amount in dollars to be expended on cloud consumption in the task order.

(ii) This estimate is not a representation to an Offeror or Contractor that the estimated consumption will be required or ordered, or that conditions affecting requirements will be stable or normal.

(iii) The Ordering Activity Contracting Officer may obtain the estimate from records of previous requirements and consumption, or by other means, and should base the estimate on the most current information available.

(iv) If the Government's requirements do not meet this estimate, that fact shall not constitute the basis for an equitable price adjustment.

(3) All CLINs within the task order must include a defined scope with all services priced at the time of award.

(f) Incremental funding.

(1) The Ordering Activity may allot funds incrementally as the bona fide need arises for predefined and established fixed-priced procurement requirements on individual CLINs.

(2) The Ordering Activity shall ensure sufficient funds are allotted to the task order—

(i) At the time of award to cover the total amount payable to the Contractor for the awarded CLIN(s); and

(ii) At the time an optional CLIN is exercised to cover the total amount payable to the Contractor for that optional CLIN.

(3) Nothing in this clause shall be construed to supersede the Ordering Activity's contract funding policies.

(g) Consumption monitoring.

(1) The Contractor shall—

(i) Provide, at no additional cost to the Government, access to tools that enable the Government to track its usage of cloud computing services offered on a consumption basis; or

(ii) Notify the Ordering Activity Contracting Officer when total consumption reaches—

(A) 50 percent and 75 percent of the ceiling price for each CLIN for consumption-based cloud computing services, or other milestones as agreed upon by the Contractor and the Ordering Activity Contracting Officer; and

(B) 50 percent and 75 percent of the task order ceiling price, or other milestones as agreed upon by the Contractor and the Ordering Activity Contracting Officer.

(2) The Ordering Activity Contracting Officer shall determine that the consumption monitoring capabilities offered by the Contractor will enable the Government to adequately track its incurred costs before awarding a task order in accordance with this clause.

(h) Limitation of funds.

(1) The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the task order, and the Contractor shall not be obligated to continue performance if doing so would exceed the ceiling price set forth in the task order.

(2) The Ordering Activity Contracting Officer may use a Limitation of Funds clause when CLINs under the task order are incrementally funded.

(i) Scope reviews.

- (1) The Ordering Activity Contracting Officer is encouraged to request a scope review from the GSA Federal Acquisition Service (FAS) Office of Information Technology Category (ITC) before placing a task order in accordance with these special ordering procedures.
- (2) The purpose of a scope review is to analyze whether the planned acquisition is—
- (i) compatible with the scope of Special Item Number (SIN) 518210C (previously 132-40) or successor SINs;
 - (ii) utilizing recommended best practices; and
 - (iii) not for the acquisition, maintenance, or modification of capital assets.
- (3) The Ordering Activity Contracting Officer may request a scope review by contacting FAS ITC at
cloud-sin-rfi@gsa.gov.

(End of Clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
 - (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not

- similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
- # By the end of the base term of the contract and then by the end of each subsequent option period; or
- # By the end of the performance period for each order issued under the contract.
- (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
- (2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

**52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE
AWARD TO, ECONOMICALLY DISADVANTAGED
WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)**

(a) Definitions.

Economically disadvantaged women-owned small business (EDWOSB) concern, as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and is certified pursuant to [13 CFR 127.300](#) as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability*. This clause applies only to—

- (1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;
- (3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and
- (4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) General.

- (1) For EDWOSB set-aside procurements, offers are solicited only from certified EDWOSB concerns or EDWOSB concerns with a pending application for certification in the Dynamic Small Business Search (DSBS).
- (2) For EDWOSB sole-source awards, offers are solicited only from certified EDWOSB concerns.
- (3) Offers received from other concerns will not be considered.
- (4) Any award resulting from this solicitation will be made to a certified EDWOSB concern.
- (d) *Joint Venture*. A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(3) of this clause, and [13 CFR 127.506\(c\)](#); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

**52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE
AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS
ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS
PROGRAM (OCT 2022)**

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

Definition. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#) as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) *General*.

(1) For WOSB set-aside procurements, offers are solicited only from certified WOSB concerns eligible under the WOSB Program or WOSB concerns with a pending application for certification status in the

Dynamic Small Business Search (DSBS).

(2) For WOSB sole-source awards, offers are solicited only from certified WOSB concerns.

(3) Offers received from other concerns shall not be considered.

(4) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(3) of this clause, and [13 CFR 127.506\(c\)](#); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (OCT 2022)

(a) *Definitions*. *HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).*

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General*.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint Venture*. A joint venture may be considered a HUBZone concern if—

- (1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and
- (2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.
- (e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

- (a) *Security clearances.* The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).
- (b) *Travel.* The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.
- (c) *Certifications, licenses and accreditations.* As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.
- (d) *Insurance.* As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.
- (e) *Personnel.* The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.
- (f) *Organizational conflicts of interest.* Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.
- (g) *Documentation/Standards.* The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.
- (h) *Data/Deliverable requirements.* Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.
- (i) *Government-furnished property.* As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds.* Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime.* For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data.*

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at <https://www.gsa.gov/logos>. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contract number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate, and complete; e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists.*

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor's internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert "Not applicable" for this item.

2. Maximum order.
 3. Minimum order.
 4. Geographic coverage (delivery area).
 5. Point(s) of production (city, county, and State or foreign country).
 6. Discount from list prices or statement of net price.
 7. Quantity discounts.
 8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
 9. Foreign items (list items by country of origin).
 - 10a. Time of delivery. (Contractor insert number of days.)
 - 10b. Expedited Delivery. The Contractor must insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
 - 10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.
 - 10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
 11. F.O.B. point(s).
 - 12a. Ordering address(es).
 - 12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
 13. Payment address(es).
 14. Warranty provision.
 15. Export packing charges, if applicable.
 16. Terms and conditions of rental, maintenance, and repair (if applicable).
 17. Terms and conditions of installation (if applicable).
 - 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
 - 18b. Terms and conditions for any other services (if applicable).
 19. List of service and distribution points (if applicable).
 20. List of participating dealers (if applicable).
 21. Preventive maintenance (if applicable).
 - 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
 - 22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at <https://www.section508.gov/>.
 23. Unique Entity Identifier (UEI) number.
 24. Notification regarding registration in the System for Award Management (SAM) database.
- (4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
- (5) Accuracy of information and computation of prices is the responsibility of the Contractor.
- (6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600

- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the text file posted on GSA eLibrary.

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the text file posted on GSA Advantage!

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS

OTHER THAN THE MANUFACTURER (DEC 2022)

- (a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.
- (b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) Manufacturer Authorization Program.

- (i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products under this contract are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as required by paragraph (b)(2) of this clause.

(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.

- (c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (DEC 2022)

- (a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.
- (b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:

(1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The transactional fee represents a set fee per transaction. This fee is set at the discretion of GSA, who has the unilateral right to change the fee at any time. The transactional fee covers an additional level of service that is provided by GSA to the Contractor.

(d) All other terms of GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, apply.

(End of clause)

I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING

ACTIVITIES (DEC 2022)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, apply to such activities in the same manner as to Federal ordering activities.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic.*

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas.* Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

- (a) The guaranteed minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.
- (b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.
- (c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

- (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)

552.238-81 PRICE REDUCTIONS (DEC 2021) (DEVIATION)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c)(1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—
 - (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

- (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
 - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales—
- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
 - (2) To Federal agencies;
 - (3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or
 - (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.[or;
 - (5) Cloud computing services offered on a consumption basis under Special Item Number (SIN) 518210C (previously 132-40) or successor SINs within the Information Technology (IT) Category (previously Schedule 70).]
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

**552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE
ACCURATE INFORMATION (OCT 2023)**

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

- (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
- (2) submit information that was current, accurate, and complete; or
- (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

- (1) The amount of the overpayment; and
- (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor's reported sales are not expected to exceed \$100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed \$125,000 each 60 month period thereafter.

(End of clause)

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE
TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND
COMMERCIAL SERVICES (OCT 2023)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The

Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X [552.203-71](#) Restriction on Advertising

Varies by Category, Subcategory and SIN [552.211-73](#) Marking

Varies by Category, Subcategory and SIN [552.219-70](#) Allocation of Orders—Partially Set-Aside Items

X [552.229-70](#) Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN [552.232-72](#) Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN [552.237-71](#) Qualifications of Employees

N/A [552.242-70](#) Status Report of Orders and Shipments

(End of Clause)

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL
PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;
or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <https://usitc.gov/tata/hts/index.htm>. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

End of clause

**552.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(NOV 2023) (DEVIATION – FEB 2007) (FAR DEVIATION - JAN
2023)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights —

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result

of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), *Payment by Electronic Funds Transfer — System for Award Management*, or [52.232-34](#), *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; "[10 U.S.C. 4701](#)" relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change the Government's rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided

under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
This clause applies to fixed price orders.

**552.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(NOV 2023) (FAR DEVIATION - JAN 2023) (ALTERNATE I - NOV
2021) (DEVIATION - FEB 2007)**

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials

and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

(1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), *Payment by Electronic Funds Transfer—System for Award Management*, or [52.232-34](#), *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this

contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the

number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [10 U.S.C. 4701](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *[Reserved]*.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind an Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the Government, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

This clause applies to Time-and-Materials or Labor Hour orders.

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE,
SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY
KASPERSKY LAB COVERED ENTITIES (DEC 2023)**

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

Kaspersky Lab covered article means any hardware, software, or service that —

- (1) Is developed or provided by a Kaspersky Lab covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means —

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.*, "Kaspersky"

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from —

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER
RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (NOV 2023)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at [41 U.S.C. 4712](#) and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023)
(ALT II NOV 2016)**

(a) This clause does not apply to small business concerns.

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

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) [2.101](#).

Commercial service means a service that satisfies the definition of "commercial service" in FAR [2.101](#).

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#)

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for

misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business

concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's

requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see [52.242-5](#)).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small

business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This

report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by

(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B If a subcontracting plan has been added to the contract pursuant to [19.702 a\)\(1\)\(iii\)](#) or [19.301-2\(e\)](#), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR [19.702\(a\)](#), and the contractand contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with

subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

**52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY
ACT ORDERS—PROHIBITION (DEC 2023) (ALT I DEC 2023)**

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

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

(1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes DHS FASCSA Order

Yes DoD FASCSA Order

Yes DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

In accordance with the GSAR clause at [552.238-113](#), Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at <https://www.gsa.gov/eligibilitydeterminations>.

Ordering activity (also called "ordering agency" and "ordering office") means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C. 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40

U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at <https://www.gsa.gov/schedules>

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein "the parties"). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i) FAR clause 52.233-1, Disputes, and

(ii) Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)

(a) Definitions. As used in this contract —

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

“Service-disabled veteran-owned small business (SDVOSB) concern” means a small business concern—

- (1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

“Veteran-owned small business concern” means a small business concern —

- (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern —

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the

United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) (1) A joint venture qualifies as a small business concern if—

- (i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or
 - (ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-27 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024)

(a) *Definition.*

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

- (1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB)-Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability.* This clause applies only to—

- (1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;
- (2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program;
- (3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.405–5 and 16.505(b)(2)(i)(F); and
- (4) Orders issued directly to SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) Effective January 1, 2024, for SDVOSB set-aside or sole-source procurements, offers are solicited only from, and awards resulting from this solicitation will be made only to, concerns—

- (i) Designated in SAM as an SDVOSB concern certified by SBA; or
- (ii) That have represented their status as an SDVOSB in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

(2) Offers received from concerns that do not meet the criteria of paragraph (c)(1)(i) or (ii) of this clause, shall not be considered.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture

complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2024)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at [13 CFR 121.103](#).

(b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the

time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in [13 CFR 124.1001](#).

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .*]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .*]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small

business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:___.]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

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

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2024)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway,, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$174,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.
- (3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

- (1) That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B); and
- (2) For which USDA has provided purchasing recommendations (available at <https://www.biopreferred.gov>).

(b) The Contractor shall report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

- (c) Submit this report no later than—
 - (1) October 31 of each year during contract performance; and
 - (2) At the end of contract performance.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

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

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11001-11050](#)), and the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13101-13109](#)).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2024)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 207 of [Executive Order 14057](#), the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act ([42 U.S.C. 6962](#), et seq.) and implementing regulations (40 CFR part 247).

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)

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

“*Global warming potential*” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“*High global warming potential hydrofluorocarbons*” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<https://www.epa.gov/snap/>).

“*Hydrofluorocarbons*” means compounds that only contain hydrogen, fluorine, and carbon.

“*Ozone-depleting substance*,” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <https://www.epa.gov/snap/>.

52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a

Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 26.505, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

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

“*Driving*” –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“*Text messaging*” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN

2023)

(a) Definitions. As used in this clause -

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6) –

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use -

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMERICAL
PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed

or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [*Contracting Officer check as appropriate.*]

*[*Contracting Officer check as appropriate.*]*

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

X (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).

X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

N/A (6) [Reserved].

X (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117-328).

X (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115-390](#), title II).

X (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).
(ii) Alternate I (DEC 2023) of 52.204-30.

X (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting with

- Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).
- X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- N/A (14) [Reserved]
- X (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- N/A (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- N/A (17) [Reserved]
- X (18) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- Required as Applicable (ii) Alternate I (MAR 2020) of [52.219-6](#).
- N/A (19) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- N/A (ii) Alternate I (MAR 2020) of [52.219-7](#).
- X (20) [52.219-8](#), Utilization of Small Business Concerns ((FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- N/A (21) (i) [52.219-9](#), Small Business Subcontracting Plan ((SEP 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).
- N/A (ii) Alternate I (Nov 2016) of [52.219-9](#).
- X (iii) Alternate II (Nov 2016) of [52.219-9](#).
- N/A (iv) Alternate III (JUN 2020) of [52.219-9](#).
- N/A (v) Alternate IV ((SEP 2023) of [52.219-9](#).
- X (22) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- N/A (ii) Alternate I (MAR 2020) of [52.219-13](#).
- X (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- X (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- X (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) ([15 U.S.C. 657f](#)).
- X (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation ((FEB 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- N/A (ii) Alternate I (MAR 2020) of [52.219-28](#).
- X (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- X (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

- N/A (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- X (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (FEB 2024) (E.O.13126).
- X (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- N/A (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (35) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- N/A (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (36) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- N/A (ii) Alternate I (JUL 2014) of [52.222-36](#).
- X (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- X (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (39) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- N/A (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- X (40) [52.222-54](#), Employment Eligibility Verification (MAY 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- X (41) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- N/A (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- Required as Applicable (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), et seq.).
- Required as Applicable (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), et seq.).
- Required as Applicable (44) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), et seq.).
- Required as Applicable (45) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), et seq.).
- X (46) [52.223-23](#), Sustainable Products and Services (MAY 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).
- X (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

N/A (ii) Alternate I (JAN 2017) of [52.224-3](#).

Required as Applicable (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

N/A (ii) Alternate I (OCT 2022) of [52.225-1](#).

N/A (49) (i) [52.225-3](#), 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43

N/A (ii) Alternate I [RESERVED].

N/A (iii) Alternate II (DEC 2022) of [52.225-3](#).

N/A (iv) Alternate III (FEB 2024) of [52.225-3](#).

N/A (v) Alternate IV (OCT 2022) of [52.225-3](#).

X (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

N/A (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

N/A (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ([E.O. 13513](#)).

N/A (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021) .

N/A (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, "[10 U.S.C. 3805](#)").

N/A (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

N/A (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

N/A (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) ([31 U.S.C. 3332](#)).

X (61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

X (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

X (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

X (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV

2021)
([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

N/A (ii) Alternate I (APR 2003) of [52.247-64](#).

N/A (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial products and commercial services, that the Contracting Officer has indicated as being incorporated in this by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

N/A (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

X (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

X (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

X (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (JAN 2022).

Required as Applicable (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

Required as Applicable (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

(viii) [52.219-8](#), Utilization of Small Business Concerns ((FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(x) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

- (xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)
- (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xix) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xx) [52.222-55](#), Minimum Wages Under Executive Order 13658 (JAN 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note.
- (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of 52.232-40
- (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**552.219-18 NOTIFICATION OF COMPETITION LIMITED TO
ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR
52.219-18)**

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for

participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

- (i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

- (i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
- (ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
- (iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in

paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A

Contracting Officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

**552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL
2020) ALTERNATE I (MAY 2024) (DEVIATION)**

(a) *Definition.* Transactional data, as used in this clause, 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 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 at <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.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

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

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, 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.

-
- (5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price)] in U.S. dollars.
- (6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).
- (7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.
- (8) 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.
- (9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.
- (10) 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.
- (11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.
- (12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.
- (c) *Industrial Funding Fee.*
- (1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.
- (2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.
- (3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.
-

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days advance notification to the Contractor.

(d) *Non-compliance.* The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart

32.6. 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 transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for

the Government to terminate the contract for cause.

Note: Regulation 552.238-80

Subpart - paragraph (b)(3) TDR data elements -

Order date - this field is optional for products only

Ship date - this field is optional for products only

Zip Code shipped to - this field is optional for products only

Federal Customer -Treasury Agency Code - optional for both products and services

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.



General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)
Special Item No. 518210FM	Financial Management Quality Service Management Office

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>

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Contractor Data and Points of Contact

Contractor’s Point of Contact for Contract Administration

Yvonne DLuzen – Contract
 Manager Carahsoft
 Technology Corp.
 11493 Sunset Hills Rd., Suite 100
 Reston, VA 20190
 (703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411: Purchasing of new electronic equipment.
 Special Item No. 511210: Software Publishers
 Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services
 Special Item No. 532420L: Leasing of new electronic equipment
 Special Item No. 541370GEO: Earth Observation Solutions
 Special Item No. 54151: Software Maintenance Services
 Special Item No. 54151ECOM: Electronic Commerce and Subscription Services
 Special Item No. 54151S: Information Technology Professional Services
 Special Item No. 561422: Automated Contact Center Solutions (ACCS)
 Special Item No. 611420: Information Technology Training
 Special Item No. 811212: Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
 Special Item No. 333429: 3D Printing and Additive Manufacturing Solutions
 Special Item No. 518210ERM: Electronic Records Management
 Special Item No. 493110RM: Physical Records Management Solutions
 Special Item No. 3361E: Electric and Autonomous Vehicles and Accessories
 Special Item No. OLM: Order-Level Materials (OLM)
 Special Item No. 518210FM Financial Management Quality Service Management Office

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411	\$500,000
SIN 511210	\$500,000
Carahsoft Technology Corp.	MAS Schedule Terms & Conditions
(703) 871-8500	47QSWA18D008F
contracts@carahsoft.com	

SIN 518210C	\$500,000
SIN 532420L	\$500,000 [®]
SIN 541370GEO	\$1,000,000
SIN 54151	\$500,000
SIN 541519CDM	\$500,000
SIN 54151ECOM	\$500,000
SIN 54151S	\$500,000
SIN 564122	\$500,000
SIN 611420	\$250,000
SIN 811212	\$500,000
SIN 333429	\$750,000
SIN 518210ERM	\$1,000,000
SIN 493110RM	\$1,000,000
SIN 3361E	\$2,000,000
SIN OLM	\$250,000
SIN 518210FM	\$500,000

3. Minimum Order

\$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

Percentage-Based Purchasing: The published \$0.01 price is not the customers' final price. The Purchase price of the product is based on a commercial list price that is determined for the price you paid for the product. Please contact Carahsoft Technology Corp. at (703) 871-8500 or contracts@carahsoft.com for assistance with calculating the purchase price of the software maintenance and additional product information.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 30 Days after Receipt of Order

SIN 511210: 30 Days after Receipt of Order
SIN 518210C: 30 Days after Receipt of Order
SIN 532420L: 30 Days after Receipt of Order
SIN 541370GEO: 30 Days after Receipt of Order
SIN 54151: 30 Days after Receipt of Order
SIN: 541519CDM: 30 Days after Receipt of Order
SIN 54151ECOM: 30 Days after Receipt of Order
SIN 54151S: 30 Days after Receipt of Order
SIN 561422: 30 Days after Receipt of Order
SIN 611420: 30 Days after Receipt of Order
SIN 811212: 30 Days after Receipt of Order
SIN 333429: 30 Days after Receipt of Order
SIN 518210ERM: 30 Days after Receipt of Order
SIN 493110RM: 30 Days after Receipt of Order
SIN 3361E: 30 Days after Receipt of Order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek
Accounts Receivable Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
gsapayments@carahsoft.com



15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,

[GSA MAS Schedule Authorized Dealers | Carahsoft](#)

23. List of Approved Manufacturer CSAs

[Manufactures End-User License Agreements](#)

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database



27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 37 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)
518210FM	Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors, and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers Professional Workstations Servers Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES



Printers Display Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
Network Equipment

Other Communications Equipment Optical Recognition Input/Output Devices Storage Devices including
Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Input/Output and Storage
Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE
ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT
AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio Transmitters/ Receivers/
Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT
AIRBORNE



Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code
N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software

licenses and maintenance. NOTE: Subject to

Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
 - Operating System Software
 - Application Software
 - Electronic Commerce (EC) Software
 - Utility Software
 - Communications Software
 - Core Financial Management Software
 - Ancillary Financial Systems Software
 - Special Physical, Visual, Speech, and Hearing Aid Software
-

Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
<ul style="list-style-type: none"> • Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics. • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models 	<p>1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</p> <p>2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</p> <p>3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</p>

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

- a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.
- b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e. IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one “Optional” reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- 1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- 2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST “Measured Service” characteristic requires a minimal “pay as you go” unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) “pay as you go” metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under “Term Software License” SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30 - day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800 - 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST Deployment Model’ below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub- category selection is optional but recommended. See ‘GUIDANCE FOR CONTRACTORS: NIST Service Model’ below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing [SP 800-145](#)¹

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

¹ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	<ul style="list-style-type: none"> Ordering activities can directly provision services without requiring Contractor intervention. This characteristic is typically implemented via a service console or programming interface for provisioning 	<p>Government procurement guidance varies on how to implement on-demand provisioning at this time.</p> <p>Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services.</p> <p>Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level:</p> <ul style="list-style-type: none"> Ordering activities must specify their procurement approach and requirements for on- demand service Contractors must propose how they intend to meet the approach Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	<ul style="list-style-type: none"> Ordering activities are able to access services over standard agency networks Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones 	<ul style="list-style-type: none"> Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	<ul style="list-style-type: none"> Pooling distinguishes cloud services from simple offsite hosting. Ordering activities draw resources from a common pool maintained by the Contractor Resources may have general characteristics such as regional location 	<ul style="list-style-type: none"> The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement Similar concerns apply to software and platform models; automated provisioning from a pool is required Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	<ul style="list-style-type: none"> Rapid provisioning and de- provisioning commensurate with demand 	<ul style="list-style-type: none"> Rapid elasticity is a specific demand-driven case of self-service ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

Measured Service	<ul style="list-style-type: none"> Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured Contractors must specify that measured service is available and the general sort of metrics and mechanisms available The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
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Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users.

In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in the NIST Definition of



Cloud Computing SP 800 -145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- a) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- b) **Primary Focus of the Cloud Service (i.e. IaaS, etc.).** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- c) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual
- d) **consumer or operator of the service.** For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- e) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use

Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	<p>Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.</p> <ul style="list-style-type: none"> • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. <p>Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.</p> <p>Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.</p>

Platform as a Service (PaaS)	<p>Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.</p> <ul style="list-style-type: none">• A complete platform can deploy an entire application. Complete platforms can be proprietary or open source• Partial platforms can deploy a component of an application which combined with other components make up the entire deployment• PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service• The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.• A limited range of configuration options for the platform service may be available. <p>Examples of complete PaaS services include:</p> <ul style="list-style-type: none">• A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,• a Windows .Net platform ready to deploy a .Net application,• A custom complete platform ready to develop and deploy a customer application in a proprietary language• A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. <p>The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.</p> <p>PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <ul style="list-style-type: none">• A database service ready to deploy a customer's tables, views and procedures,• A queuing service ready to deploy a customer's message definitions• A security service ready to deploy a customer's constraints and target applications for continuous monitoring <p>The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.</p> <p>Note that both the partial and complete PaaS examples all have two things in common:</p> <ul style="list-style-type: none">• They are software services, which offer significant core functionality out of the box• They must be configured with customer data and structures to deliver results <p>As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.</p>
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Software as a Service (SaaS)

Select a SaaS model for service based equivalents of software applications.

- SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting
- The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.

Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind

the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- a. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212 -4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering

activity to ensure that maintenance is in effect for the Lease term for all products leased.

- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new

lease payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

- iii. Any additions that are not so removable will become the Contractor's property (lien free).

- iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. **RISK OF LOSS OR DAMAGE**
The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- i. **TITLE**
During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. **TAXES**
The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. **ADDITIONAL LEASE TERMS**
Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
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52.227-14	Rights in Data-General	May 2014
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1. LEASING PRICE LIST NOTICE

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less



than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
 - e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.
4. The following terms and conditions may be included.
- a. ASSIGNMENT OF CLAIMS
GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.
 - b. PEACEFUL POSSESSION AND UNRESTRICTED USE
In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.
 - c. COMMENCEMENT OF LEASE
The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.
 - d. INSTALLATION AND MAINTENANCE
 - i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.
- e. MONTHLY PAYMENTS:
- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
 - ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets.
 - iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
 - iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
 - v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
 - vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.
- f. LEASE END/DISCONTINUANCE OPTIONS
- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. Returns
 - 1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - 2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
 - 3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
 - 4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 - 1. can be removed without causing material damage to the product;
 - 2. do not reduce the value of the product; and
 - 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - 1. were not leased from the Contractor, and
 - 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM-
TELECOMMUNICATIONS AND TRANSMISSION
IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING,



TIMESHARE, AND CLOUD COMPUTING

- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others



involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.



Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices. Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager



Minimum/General Experience: Has approximately 7 years' experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Category	August 2022 August 2023	August 2023 August 2024	August 2024 August 2025	August 2025 August 2026	August 2026 August 2027	August 2027 August 2028
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Consultant Engineer	222.68	229.27	236.06	243.04	250.24	257.64
Information Architect	217.64	224.08	230.71	237.54	244.57	251.82
Project Manager	217.64	224.08	230.71	237.54	244.57	251.82
Senior Consulting Engineer	255.74	263.30	271.10	279.12	287.39	295.89
Senior Information Architect	278.49	286.73	295.21	303.95	312.95	322.21
Senior Project Manager	272.76	280.83	289.14	297.69	306.51	315.58



Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and

other applicable systems. NOTE: Subject to

Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING-
INFORMATION TECHNOLOGY/TELECOMMUNICATIONS
TRAINING

Training Courses for Information Technology Equipment and Software

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a _(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.
 - i. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii. If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Maintenance Rate Provisions
- a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- i. Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - ii. After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii. Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

- a) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%



INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance and/or service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones.
No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required



to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

- i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
- ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL __HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated __, at a Discount of ---- % from such listed prices.

Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

Vendor Certification for SIN 518210ERM –

For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

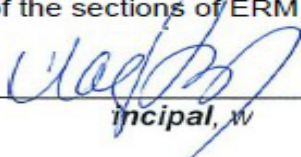
Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:

[Select all that apply]

- ☐ Element 1 - Desktop Applications
- ☒ Element 2 - Electronic Messages
- ☒ Element 3 - Social Media
- ☐ Element 4 - Cloud Services
- ☐ Element 5 - Websites
- ☒ Element 6 - Digital Media (Photo)
- ☒ Element 7 - Digital Media (Audio)
- ☒ Element 8 - Digital Media (Video)
- ☐ Element 9 - Databases
- ☒ Element 10 - Shared Drives
- ☒ Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.


Principal, w



Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.

SIN 518210FM Financial Management Quality Service Management Office (FM QSMO) Core Financial Management (FM) Solutions and IT Professional Services –

518210FM Includes Core Financial Management Solutions (Core FS) and Financial Management (FM) services and solutions that are complementary to or augment Core FS and/or support agency modernizations. Offerings include financial management software suites in a cloud environment; services, applications, and modules that help agencies adopt FM QSMO solutions; and IT professional services and/or labor categories, software, cloud computing and IT training that support FM QSMO adoption.

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DB10

ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-multiple-award-schedule-contract/authorized-dealers>

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.



For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see: <https://www.carahsoft.com/buy/gsa-schedule-contracts/approved-csas>

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1

Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >\$5M Annual Spend*	Discount Level 2 >\$15M Annual Spend*	Discount Level 3 >\$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	\$405,600.00	\$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	\$625,600.00	\$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	\$1,251,200.00	\$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	\$2,777,400.00	\$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	\$5,554,800.00	\$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number



of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

***Discount Level Detail**

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located [HERE](#).

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 User s Qty	5,000 User s Qty	10,000 User s Qty	25,000 User s Qty	50,000 User s Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8

Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2

Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model. Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	\$540.00	\$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) – 12 Months	540.00	\$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	\$25,000.00 - \$75,000.00	2%
Tier 2	\$75,000.01 - \$125,000.00	4%
Tier 3	\$125,000.01 - \$200,000.00	6%
Tier 4	\$200,000.01 - \$500,000.00	8%

Tier 5 \$500,000.01 +

*Discounts are not cumulative.



Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19 and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1

Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT- SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	\$164,960.62	\$153,460.85	\$81,242.66

SOLUTIONS 2-4

Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be



interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	\$225,305.74	\$209,635.52	\$203,376.78	\$202,437.65	\$200,559.39	\$198,681.14	\$186,083.36	\$184,205.10	\$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	\$96,240.99	\$89,530.56	\$86,863.62	\$86,479.63	\$85,711.65	\$84,943.67	\$78,125.57	\$77,357.59	\$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	\$523,995.56	\$487,682.63	\$473,062.67	\$470,727.78	\$466,057.99	\$461,388.20	\$444,603.14	\$439,933.35	\$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8

Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.



5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Cold Storage Block](#)
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Enterprise Block](#)
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Branch Office Block](#)
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix High Performance Flash Block](#)

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	Solution 5 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	\$91,410.54	\$85,044.56	\$82,508.68	\$82,136.40	\$81,391.82	\$80,647.24	\$74,806.60	\$74,062.03	\$72,945.16
422-HC-SO-ENT-SLN	Solution 6 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	\$314,851.08	\$292,959.55	\$284,210.40	\$282,890.76	\$280,251.48	\$277,612.20	\$260,612.75	\$257,973.47	\$254,014.55
422-HC-SO-BRANCH-SLN	Solution 7 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	\$191,651.84	\$178,328.29	\$172,999.82	\$172,191.93	\$170,576.16	\$168,960.39	\$158,981.90	\$157,366.13	\$154,942.48
422-HC-SO-FLASH-SLN	Solution 8 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	\$1,002,953.80	\$933,507.02	\$905,495.87	\$900,960.76	\$891,890.56	\$882,820.35	\$856,174.52	\$847,104.31	\$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10

Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical



SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	Solution 9 Hybrid Cloud Software defined datacenter Solution	\$81,600.00	\$79,967.76	\$74,419.20	\$73,603.20	\$72,787.20	\$71,563.20
422-HC-SW-SSERV-SLN	Solution 10 Hybrid Cloud Tactical Infrastructure Software Solution	\$163,200.00	\$159,935.52	\$148,838.40	\$147,206.40	\$145,574.40	\$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-retained disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS

Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	Discount Level 1 >\$3M Annual Spend*	Discount Level 2 >\$8M Annual Spend*	Discount Level 3 >\$15M Annual Spend*
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.

2	Remote Product Specialist (RPS) - On- Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

Aggregate Revenue for Agency	Services Discount Level	Recommended Service Options		
		BCS	RPS	BCE Consultant FTE = 2040 hrs
\$0 - \$8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
\$8M - \$15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>\$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the *Veritas Fiscal Year which begins on April 1st*. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.



We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:

https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QSWA18D008F&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>

APPENDIX A

1.1 BFM Software Description

- Annual Budget Formulation and management (BFM) subscription
- Unlimited BFM users
- Three (3) BFM environments – Production, Development and Test
- Reporting profiles based on 100-200 users, 40 Departments
- 52 Reporting Profiles
- Annual BFM upgrades

1.2 Print Publishing Software Description Annual Subscription

- Unlimited users
- Required for complex publication requirements
- One (1) environment

1.3 Subscription Assumptions

- 8 year contract, with 3 optional 1-year renewals, for a total of 11 years
- 4% annual Inflationary increases will begin in Year 9
- OpenBook Transparency is not included

1.4 Software Pricing

[illegible]

Optional One Year Renewals:

Software Description	Year 9	Year 10	Year 11
BFM Subscription	\$249,263.30	\$259,233.83	\$269,603.19
Reporting	\$ 40,289.60	\$ 41,901.18	\$ 43,577.23
Print Publishing Software	\$37,638.38	\$39,143.91	\$40,709.67
TOTAL	\$327,191.28	\$340,278.93	\$353,890.09

2.0 Quote for Implementation Services

2.1 Implementation Assumptions

- Implementation will primarily take place remotely. Onsite meetings may be scheduled for 2-3 days of full time workshops or other activity, based on Budget Office availability, at no additional cost.
- Strategic planning and Grants, including Grantee/Grantor are excluded from the implementation services.
- Scope includes production of templates for Proposed and Adopted Budget Books.

2.2 Implementation Milestones

#	Milestone Description	Target	Amount
0	Project preparation, planning, scheduling etc.	Dec 2024	\$0.00
1	Project Kick Off and BFM Provisioning	Jan 2025	\$38,783.53
2	Capital Project Forms (No Personnel until Jan 2026)	March 2025	\$55,751.32
3	Performance Measures and Budget Initiatives Forms (No Personnel until Jan 2026)	May 2025	\$69,810.35
4	Operating and PCF Go-Live	Jan 2026	\$169,677.95
5	Budget Management & Forecasting	May 2026	\$54,296.94
6	Publishing Live	Sept 2026	\$68,840.77
7	Support/Integration for SAP Upgrade	~2028	\$27,633.26
	Total		\$484,794.12

2.3 Fixed Price

All milestone deliverables are fixed priced and not to exceed. Fixed fee pricing shall not be further limited by an hour's cap on services.

2.4 Payment of Milestones

Payment will be due upon completion and acceptance by the City of San Antonio, TX ("the Customer"). See APPENDIX C for Milestone Acceptance form.

3.0 Optional Subscriptions and Services

3.1 Support Subscriptions

Service	Description	Amount
Full Administrative Support Subscription (Annual)	<ul style="list-style-type: none">Sherpa performs all administrative tasks for the CustomerTypically used if the client experiences turnover of trained resources	\$132,252
Publishing Enhanced Support Subscription (Annual)	<ul style="list-style-type: none">Useful if there are large amounts of annual changes to book layouts	\$25,000

Full support matrix included in APPENDIX B, Section 9.1

3.2 Professional Services Rate Card

Following is the Sherpa rate card for additional services not described in the Statement of Work. These rates apply for any add-on work required beyond the scope of this contract. On-site rates are inclusive of travel and assume 24 billable hours per trip. Such rates shall be fixed for a period of three years from the Effective Date. Thereafter, Sherpa may increase rates no more than once in any twelve-month period on sixty (60) days' prior written notice to the County. No such increase shall exceed five percent (5%) of the rates charged in the immediately preceding year.

Role	Description	Amount
Principal Consultant	Hourly professional services - Offsite	\$275/hour

4.0 Invoices

Sherpa invoice should be sent to:

Contact Name:

Address:

Email:

APPENDIX B STATEMENT OF WORK

1.0 Scope of Work

This Fixed Fee SOW is for the implementation of Sherpa's Budget Formulation Management (BFM), Enhanced Support and Reporting software for the City of San Antonio, TX ("the Customer"). BFM software is a cloud-based software hosted by or at Amazon Web Services (AWS) that is used to satisfy the Customer's requirements for budget development, forecasting, monitoring, budget management and publishing processes as defined below:

1.1 Functional Scope

The Customer will use the system to manage the development of operating, personnel and capital budgets. In addition, the system will provide decision packages, budget monitoring, amendments and adjustments, position management, forecasting, budget book creation, analytic and scenario planning tools, and integrations required to source data in support of the development and monitoring of Budgets.

2.0 Implementation Methodology

Sherpa applies a specific Budget System Implementation Methodology (BSIM) for implementing BFM (Exhibit 2 - Exhibit 2 - Euna Budget-BFM Implementation Approach.docx). BSIM applies a software package implementation approach with specific tasks and activities designed around public sector budgeting requirements. Following is an overview of the methodology performed by Sherpa:

0. **Project preparation, planning, scheduling etc.** Sherpa will provide guidance on how the City of San Antonio (COSA) can prepare resources and data to move quickly through the initial stages of the project.
1. **Establish the Sherpa Budget Environment.** Sherpa will install BFM and begin drafting a formal project plan. This is generally installed prior to the first workshop to provide the basis for rapid configuration and prototyping to accompany the workshops. Sherpa will convert as much Chart of Accounts (COA), budget, and 5 years of actual data as possible before the first workshop.
2. **Process Workshops.** Sherpa workshops review the major steps in the budget process, analyzing and assessing the Customer's detailed requirements. Finalize formal project plan.
3. **Reports Review.** Sherpa will conduct workshops to identify the source of every field in all required documents. This facilitates confirming the requirements for system configuration and any additional data and reporting requirements.
4. **Prepare the System Administration Guide.** The guide will outline the future state processes from an administrative perspective, detailing the steps for the future client Administrator to maintain the system. The System Administration Guide will be continuously updated throughout the entire engagement, by the consultant in collaboration with the Customer.

5. **System Configuration.** Sherpa with the support of the project team will configure the budget forms, workflow, personnel cost forecasting and security. Revisions to the configuration settings or budget process will be reflected in revisions to the System Administration Guide.
6. **Data Conversion.** Sherpa will import current year budget and financial data and 5 years of prior years of financial history required for the first budget cycle. Sherpa will prepare validation reports and the Customer's project team will confirm the results.
7. **Testing Process.** As forms and processes are configured, the project team will unit test each process including supporting reports.
 - The Customer budget project team (2-3 people) will test the forms and reports in scheduled session as they are available. Changes are made as needed.
 - The Customer will use Sherpa's provided End User guide templates as a basis to create the user guides. The System Administration Guide will be continuously updated as testing progresses, by the consultant in collaboration with the Customer. Guides generally include the Customer's policies integrated with system procedures.
 - Key department volunteers are identified early in the project and are given initial system training and follow the user guides to test the system. Users have production access and continue their work from their desks. This is critical to provide real system and user guide feedback while there is still time to make changes and prior to completing all configuration.
 - When configuration is completed and tested, Integration System Testing is performed with the Customer team members. This consists of entering data in all forms and stages of the process, practice submitting form and testing reports to ensure the data flow is as expected.
 - Sherpa and Customer will jointly develop an overall Test Plan which must articulate the required details for each testing cycle.
 - The "Acceptance Test Period" for each testing cycle must be specified in the Test Plan and must agree with the Project Plan.
 - Any and all defects discovered during testing must be resolved and re-tested prior to closing the testing cycle unless mutually agreed to by the Parties in writing.

See APPENDIX E for Functional testing plan

8. **Training Process.** The Sherpa training plan will be created with the client subject matter experts. The training plan includes:
 - Identify the trainers early in the project. Ensure that trainers are included as much as possible throughout the project, especially in knowledge transfer activities. In Sherpa's experience, many questions in training classes involve budget policies so Sherpa recommends using the client's budget office team as trainers whenever possible. Note that based on County requirements, Sherpa can also do all end user training, at the County's discretion.
 - Sherpa's team will not only train the trainers, but also participate in end-user training sessions to provide support to the training team.
 - Training is performed just-in-time. Users need to be in the system immediately after the training to engrain what they learned.

- Training has been traditionally in-person; however, since COVID, video conference training has gained wider acceptance. Video conference training is also allowed to be recorded and stored confidentially by the Customer in ProjectPlace.
- Budget policies (client's budget instructions) are usually incorporated in the class to make the training inclusive of everything that users need to know.
- Training Open House. After the training is done, Sherpa recommends having video conference sessions staffed during designated hours to allow users to participate and enter their actual budgets with on-site support. Users may attend sessions to get started on the process or they may attend after having entered their budgets if they have a few remaining questions.

Train-the-trainer. Sherpa's training method focuses on a Train-the-Trainer approach, with members of the client's project team conducting the end-user training for users. This ensures that the project team is the centralized source of information and solidifies the project team's knowledge of the solution. Alternatively, trainers can be integrated into our project team to ensure they are fully informed on processes, policy, and system functionality. Other training methods and materials, including live sessions and videos, are available to the extent necessary or desired as determined by the project team and Sherpa jointly. Note that Sherpa will meet the requirement to perform all training at the County's discretion.

Project Team and System Administration training. In every work session over the course of the project, Sherpa consultants' hand over the configuration to the client's analysts and users to make system adjustments. For example, Sherpa will load some chart of account data or create one or two form fields and then train the administrator on how to make future changes. Simultaneously, project team members are writing the administrative guide and inserting step-by-step instructions to make system configuration changes.

Link System Training to Annual Budget Preparation Guidelines and Policies. The most effective form of end-user training is to combine Executive budget directives to the agencies and departments with the training. This approach highlights the system capabilities while maintaining the interest of the users. This is especially valuable in budget cycles following initial implementation where users only need a refresher course.

Custom Training materials: Sherpa takes a collaborative approach to developing customized training materials. Because BFM is highly configurable, the client's BFM implementation will be unlike any other clients. This means that standard off-the-shelf training materials will not suffice for the client's users. As part of Sherpa's

implementation process, the client's project team will work with Sherpa to develop custom end-user guides that they will validate as they conduct testing. The project team will also add client-specific guidance, policies, and procedures to the documents, which will be used during training and post-implementation in subsequent budget cycles. The following training materials will be developed and delivered during the implementation:

- **BFM System Administration Guide** – This document is originally authored by Sherpa, but the client's System Administrators are encouraged to update the document throughout the lifespan of BFM. This guide ensures that appropriate documentation exists for the application administrators to maintain the system.
- **Sherpa Reporting Administration Guide** – Sherpa will develop this and provide it to Report Administrators during training.
- **Sherpa Reporting Configuration Guide** – Sherpa will develop and provide it to Report Administrators during training.
- **End User Training Guides** – These will cover all major functional areas; initial drafts will be provided by Sherpa and the client's project team will add client-specific guidance, policies, and procedures.
- **Quick Reference Guides** – Sherpa will develop these one-page overviews of specific BFM functionality.

9. **Project Management.** Sherpa must develop a detailed Project Plan that articulates the responsibilities of both Parties. The Project Plan must be in sufficient detail to specify the configuration, conversions, integrations, development, training, testing, acceptance, go-live, and activities described in the Service Agreement. Sherpa must submit the Project Plan to the Customer, for the Customer's review and approval within ten (10) days of the Start Date (Considered the Official Kickoff session as start date), and Customer agrees to provide approval of the Project Plan within fourteen (14) days. Both Parties agree to cooperate to work through any edits and/or updates to the Project Plan prior to final approval within the timeframe provided herein.

3.0 Implementation Schedule

3.1 Project Milestone Breakdown

- Note: Timelines can be extended or condensed depending on budget process and Customer Availability. Responsibility for testing and training deliverables as defined above and in APPENDIX E. All budget reports included in deliverable will be agreed to during the project.

Milestone	Completion Target	Activities	Description	Owner
0	Pre-project preparation	<ul style="list-style-type: none"> Prepare Data Coordinate Internal Resources 	Sherpa will provide guidance on best practices to prepare to move quickly during the initial stages of the project	<ul style="list-style-type: none"> Customer Primary Owner Sherpa to provide guidance on data and format
Milestone 0 – Project preparation, planning, scheduling etc. (December 2024)				
1	BFM Provisioning	<ul style="list-style-type: none"> Project Kick Off meeting Install BFM, Initial System Config Initial Data Conversion 	BFM is installed on AWS server 2 environments. This includes initial system configuration and data loads for workshops. Any Customer data stored in Excel or Access database will be converted from a flat file.	<ul style="list-style-type: none"> Sherpa primary owner to complete installation and initial configuration. Customer to be provided access and log in to system to confirm access Customer provides crosswalks for historical data, if needed Customer to provide data for data loads and current process flow documentation. Customer tests / confirms data loaded correctly
Milestone 1 – Project Kick Off and BFM Provisioning (January 2025)				
Deliverables: Project Kick-Off Presentation Document Project Management Plan/s Risk Management Plan Project Work Plan and Schedule Document Project Status Reports Interface/Integrations specifications and design document Data Migration, Conversion and Synchronization System Admin Guide Template				
2	Capital Project Forms	<ul style="list-style-type: none"> Initial Workshop Form Configuration 	Scope, design and build forms to capture Capital Project Requests.	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide current process documentation

Milestone	Completion Target	Activities	Description	Owner
2	Report Development and Training	<ul style="list-style-type: none"> Reporting Training Report development 	Sherpa trains Customer users on how to make reports to enable Customer participation in report configuration activities and on-going support.	<ul style="list-style-type: none"> Sherpa primary owner Customer 2-3 functional budget staff will be trained; if the Customer wishes for IT to be involved, this is supported as well.
2	Initial Security Setup	<ul style="list-style-type: none"> Establish Users Establish Security Roles Configure SAML Configure Azure Groups 	Sherpa and Customer to collaboratively define security roles, load users and configure Azure/Entra SSO.	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide user list and assist in determining security roles
2	Testing Capital Project Forms	<ul style="list-style-type: none"> System Testing Complete/ Test User Guides 	System test using developed user guides to test actual usage. This includes report testing, security and workflow testing.	<ul style="list-style-type: none"> Customer primary owner Customer to complete testing
2	Capital Project Form Training	<ul style="list-style-type: none"> Train End-Users 	End-user training is recommended as just-in-time training and times may vary depending on different process timelines, such as Capital budgeting.	<ul style="list-style-type: none"> Customer is primary owner – complete the End User training guides and lead end-user training. Sherpa – will train the trainer and assist with training.
2	Go-Live week Activities – Capital Project Forms	<ul style="list-style-type: none"> Data Loading 	These activities are intended to get Production environment ready for Go-Live.	<ul style="list-style-type: none"> Sherpa primary owner Customer to verify and approve Go Live checklist is complete.

Milestone 2 – Capital Project Forms (March 2025)

Deliverables:

2 Capital Project Forms (Request and Shortfall)
 System Admin Guide update
 Reports
 Test Cases, Scripts and Scenarios
 Defect and Resolution Logs
 UAT Test cases, Scripts and Scenarios

Milestone	Completion Target	Activities	Description	Owner
Training Plan Training Materials Successful Training				
3	Performance Measures and Budget Initiatives Forms	<ul style="list-style-type: none"> Initial workshop Data conversion & load Form configuration 	Scope, design and build forms to capture performance goals and metrics and Budget Initiatives,	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide existing process documentation
3	Report Development and Training	<ul style="list-style-type: none"> Reporting Training Report development 	Sherpa trains Customer users on how to make reports to enable Customer participation in report configuration activities and on-going support.	<ul style="list-style-type: none"> Sherpa primary owner Customer 2-3 functional budget staff will be trained; if the Customer wishes for IT to be involved, this is supported as well.
3	Testing Forms	<ul style="list-style-type: none"> System Testing Integration Testing Complete/ Test User Guides 	System test using developed user guides to test actual usage. This includes report testing, security and workflow testing, and testing all integration points to ensure data can be transmitted and received in both directions without errors.	<ul style="list-style-type: none"> Sherpa is primary owner of System Testing Customer is primary owner of User Acceptance Testing Customer to complete testing
3	Training on Forms	<ul style="list-style-type: none"> Train End-Users 	End-user training is recommended as just-in-time training and times may vary depending on different process timelines, such as Performance budgeting.	<ul style="list-style-type: none"> Customer is primary owner – complete the End User training guides and lead end-user training. Sherpa – will train the trainer and assist with training.
3	Go-Live week Activities – Forms	<ul style="list-style-type: none"> Data Loading Form creations 	These activities are intended to get Production environment ready for Go-Live.	<ul style="list-style-type: none"> Sherpa primary owner Customer to verify and approve Go Live checklist is complete.
Milestone 3 – Performance Measures, Budget Initiatives Forms (May 2025)				
Deliverables: Performance Measures Form Budget Initiatives Form System Admin Guide update Reports Test Cases, Scripts and Scenarios				

Milestone	Completion Target	Activities	Description	Owner
Defect and Resolution Logs UAT Test cases, Scripts and Scenarios Training Materials Successful Training				
4	Discovery Workshops	<ul style="list-style-type: none"> High-Level Budget Overview Operating Process Workshops Personnel Cost Forecasting Workshops Report Reviews 	The Discovery workshops will be used to conduct process reviews and visioning of desired solution. Specific workshops will be held for each process, as needed to identify desired future state, and incorporate best practices. These sessions will include report reviews as reports will help drive configuration of Operating and Personnel budgeting.	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the full budget life cycle. Customer to provide input into the Exhibit 5 - Implementation Guide and project plan. Customer will provide HR data from SAP in format provided by Sherpa
4	Configuration & Playback Sessions	<ul style="list-style-type: none"> Configuration Playback Workshops Report Creation System Admin Guide Department/ End-User Prototype sessions 	Conduct configuration and playback sessions soon after Discovery workshops for each specific process. Customer project team members will observe and participate in configuration. Department stakeholder sessions will also be done at certain points to review/prototype future processes. This promotes knowledge transfer and enhances learning, acceptance, and the ability of the team to identify, review and select alternative approaches and apply best practices.	<ul style="list-style-type: none"> Sherpa primary owner. Customer to contribute to how many and type of Forms needed, including Form design and data needed. Customer to contribute to how many and type of report needed including report design and data needed. Provide screenshots and examples of reports. Customer will assist in report development, as this is the first part of knowledge transfer. Customer project team members will observe and participate in configuration. Approve Admin Guide.
4	Report Development and Training	<ul style="list-style-type: none"> Reporting Training Report development 	Sherpa trains Customer users on how to make reports to enable Customer participation in	<ul style="list-style-type: none"> Sherpa primary owner Customer 2-3 functional budget staff will be trained; if the Customer wishes for IT to be

Milestone	Completion Target	Activities	Description	Owner
			report configuration activities and on-going support.	involved, this is supported as well.
4	Security Updates	<ul style="list-style-type: none"> Establish Users Establish Security Roles 	Sherpa and Customer to collaboratively update security roles, load new users	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide user list and assist in updating security roles
4	Training Operating	<ul style="list-style-type: none"> Train End-Users 	End-user training is recommended as just-in-time training and times may vary depending on different process timelines, such as Operating, Capital and Performance budgeting.	<ul style="list-style-type: none"> Customer is primary owner – complete the End User training guides and lead end-user training. Sherpa – will train the trainer and assist with training.
4	Testing Operating	<ul style="list-style-type: none"> System Testing Integration Testing Complete/Test User Guides 	System test using developed user guides to test actual usage. This includes report testing, security and workflow testing, and testing all integration points to ensure data can be transmitted and received in both directions without errors.	<ul style="list-style-type: none"> Customer primary owner Customer to complete testing
4	Go-Live week Activities – Operating	<ul style="list-style-type: none"> Data Loading Form creations 	These activities are intended to get Production environment ready for Go-Live.	<ul style="list-style-type: none"> Sherpa primary owner Customer to verify and approve Go Live checklist is complete.
Milestone 4 – Operating Go-Live (January 2026)				
Deliverables: System Admin Guide update Reports Test Cases, Scripts and Scenarios Defect and Resolution Logs UAT Test cases, Scripts and Scenarios Training Materials Successful Training				
5	Post Go-Live Support – thru first budget cycle	<ul style="list-style-type: none"> Support Budget Office 	Sherpa Implementation team provides support through first budget cycle and assists with first	

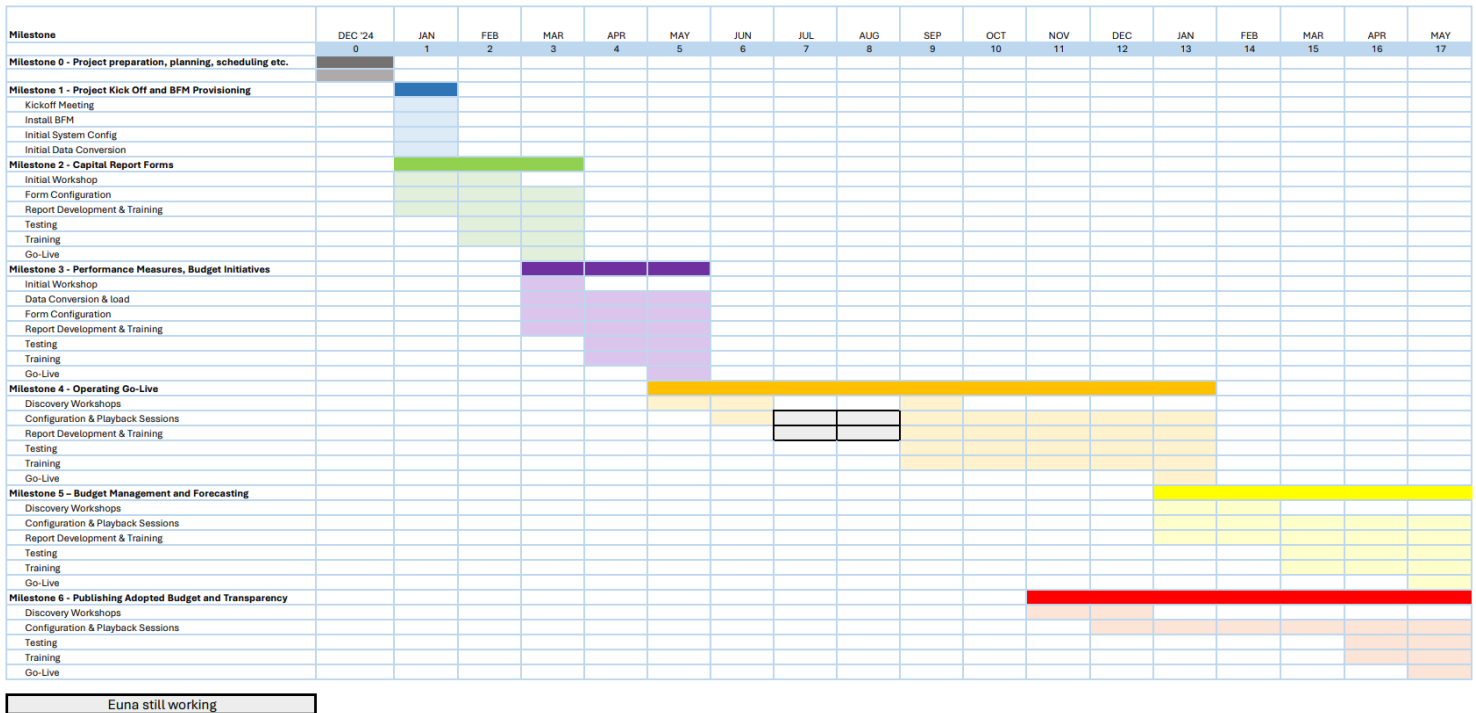
Milestone	Completion Target	Activities	Description	Owner
			rollover and any year 1 updates.	
5	Budget Management	<ul style="list-style-type: none"> Budget Management (in-year changes) 	<p>The Discovery workshops will be used to conduct process reviews and visioning of desired solution. These sessions will include report reviews.</p> <p>Conduct configuration and playback sessions soon after Discovery workshops for each specific process. Customer project team members will observe and participate in configuration.</p>	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the budget management process.
5	Budget Forecasting	<ul style="list-style-type: none"> Budget Forecasting (in-year) 	<p>The Discovery workshops will be used to conduct process reviews and visioning of desired solution. These sessions will include report reviews.</p> <p>Conduct configuration and playback sessions soon after Discovery workshops for each specific process. Customer project team members will observe and participate in configuration.</p>	<ul style="list-style-type: none"> Sherpa primary owner Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the budget forecasting process.
5	Report Development and Training	<ul style="list-style-type: none"> Reporting Training Report development 	<p>Sherpa trains Customer users on how to make reports to enable Customer participation in report configuration activities and on-going support.</p>	<ul style="list-style-type: none"> Sherpa primary owner Customer 2-3 functional budget staff will be trained; if the Customer wishes for IT to be involved, this is supported as well.
5	Testing	<ul style="list-style-type: none"> System Testing Complete/ Test User Guides 	<p>System test using developed user guides to test actual usage. This</p>	<ul style="list-style-type: none"> Customer primary owner Customer to complete testing

Milestone	Completion Target	Activities	Description	Owner
			includes report testing, security and workflow testing.	
5	Training	<ul style="list-style-type: none"> Train End-Users 	End-user training is recommended as just-in-time training and times may vary depending on different process timelines.	<ul style="list-style-type: none"> Customer is primary owner – complete the End User training guides and lead end-user training. Sherpa – will train the trainer and assist with training.
5	Go-Live week Activities – Budget Management and Forecasting	<ul style="list-style-type: none"> Data Loading 	These activities are intended to get Production environment ready for Go-Live.	<ul style="list-style-type: none"> Sherpa primary owner Customer to verify and approve Go Live checklist is complete.
Milestone 5 – Budget Management and Forecasting (May 2026)				
Deliverables: System Admin Guide update Reports Test Cases, Scripts and Scenarios Defect and Resolution Logs UAT Test cases, Scripts and Scenarios Training Materials Successful Training				
6	Budget Book	<ul style="list-style-type: none"> Budget Book prep and training 	Building and training on template for Adopted & Recommended Budget Books	Sherpa to build template with Customer, training throughout the process
6	Testing	<ul style="list-style-type: none"> System Testing Complete/ Test User Guides 		<ul style="list-style-type: none"> Customer primary owner Customer to complete testing
6	Training	<ul style="list-style-type: none"> Train End-Users 	End-user training is recommended as just-in-time training and times may vary depending on different process timelines.	<ul style="list-style-type: none"> Customer is primary owner – complete the End User training guides and lead end-user training. Sherpa – will train the trainer and assist with training.
6	Go-Live week Activities – Publishing	<ul style="list-style-type: none"> Data Loading 	These activities are intended to get Production environment ready for Go-Live.	<ul style="list-style-type: none"> Sherpa primary owner Customer to verify and approve Go Live checklist is complete.

Milestone	Completion Target	Activities	Description	Owner
Milestone 6 – Publishing Live (September 2026)				
Deliverables: System Admin Guide update Reports Test Cases, Scripts and Scenarios Defect and Resolution Logs UAT Test cases, Scripts and Scenarios Training Materials Successful Training Initial Project Closeout				
7	Integration following SAP Upgrade	<ul style="list-style-type: none"> Integration with new systems 	Aligning and cross-walking to new Chart of Accounts, building integrations with the new Finance and HR systems once they are live.	<ul style="list-style-type: none"> Sherpa primary owner Customer provides crosswalks for historical data, as needed Customer to provide data points and mapping for new system/Chart of Accounts Customer tests / confirms data loaded correctly
Milestone 7 – Integration following SAP Upgrade (Estimated for ~2028)				
Deliverables: System Admin Guide update Reports Test Cases, Scripts and Scenarios Defect and Resolution Logs UAT Test cases, Scripts and Scenarios Training Materials Successful Training Final Project Closeout				

3.2 Project Timeline Gantt Chart

The timeline below is a draft timeline. A detailed project plan will be created as a deliverable during Milestone 1.



4.0 Sherpa / SAP Integration

BFM will integrate with the Customer's SAP solution as defined below:

Sherpa will establish an integration between BFM and the Customer's SAP solution. The integration shall import the Chart of Accounts, financial actuals and amended budget data required to support the budgeting process and create a file to load the Adopted Budget back into the Financial System. We will also standardize the intake of HR data files to kick off the new budget cycle. The integration shall be stable and reliable in a production environment, without any defects.

Sherpa will work with the Customer to configure SSO access.

Data	Interface
Chart of Accounts	API <u>or</u> Flat file options (Determined during the project)
Budget Actuals	API <u>or</u> Flat file options (Determined during the project)
Amended Budget	API <u>or</u> Flat file options (Determined during the project)
Final Budget to GL	Flat File
HR Data	Flat File

SSO	SAML
-----	------

Sherpa will then support transition and integration to the corresponding upgraded SAP software (targeted for ~2028).

5.0 Customer Implementation Activities

The following defines the scope of the Customer's implementation activities. The activities identified below are critical for successful implementation and on-going system administration. Depending on the calendar time assigned to the project, the Customer will need to dedicate between .25 and .5 FTE with some peak times near 1 FTE. Customer activities include:

- A System Administrator is identified prior to project start and participates in knowledge transfer activities for the duration of the project. Optional: A backup System Administrator is recommended, but not required.
- Upload and verify chart of accounts and required attributes. Organize hierarchy tables and assign group aggregation levels.
- Verify import of financial data
- Verify import of HR data
- Verify Personnel Cost Forecasting projection results
- Test all budget forms
- Set up security with Sherpa support
- Create End User Guides for each process with Sherpa support (templates are provided)
- Conduct End User training
- Develop the System Administration Guide with Sherpa support. This is done iteratively throughout the project.
- Test reports
- Develop reports as required to supplement the project team
 - Report review will be conducted for list of required reports
 - Report creation will be divided up by complexity with consideration of time Customer can devote to project
 - Report creation is a non-technical exercise

5.1 Project Staffing

A Customer team is typically comprised of two (2) main resources, who are designated as the future system administration lead and backup. Depending on their expertise, they will work on different parts of the project. In addition, a capital resource is typically provided since that is specialized with most of our clients. Over the course of the project, these resources learn BFM and help to configure and implement the solution, which empowers them to administer the system after Go-Live. These resources will be assigned to the project approximately half-time over the course of the implementation. During busy budget preparation times, these resources often revert to their budget assignments and the project slows during those planned periods.

Sherpa suggests the Customer staff the project with the personnel listed below. For each assigned role, the estimated FTE's is only during the actual project. Only the System Administrator has on-going time commitment.

- **System Administrator (.5 FTE)** – The individual who will administer the system should also lead the project or be heavily involved with the project. This person, if possible, can also serve as the client project manager. The preferred skill set of the System Administrator is an intimate knowledge of most operating budget processes at a level where most project decisions can be made by this individual.
- **Budget SMEs (.25 FTE)** – There will be targeted workshops on processes such as capital, revenue, budget management, public works and publishing that will require additional staff to participate. Generally, each area will have 2-4 workshops over the course of the Implementation Analysis as well as occasional participation in configuration review and testing. There is no time commitment for on-going sustainment.
- **Report Developers (.25 FTE)** – For sustainment, Budget SMEs will be trained along with system administrators in how to build their own reports, add chart of accounts and other common functions that can be distributed beyond the system administrators. Report Developers will build specialized budget reports for unique budget situations post Go-Live.
- **Departments** – Departments can be involved to help with early acceptance testing. Specific department processes are not in scope.

6.0 Change Management and Training

6.1 Knowledge Transfer

Knowledge transfer takes place throughout the project, most of which is delivered ‘just in time’ for each functional activity.

6.1.1 Sherpa Budget Project Training

The Sherpa implementation team will train Client personnel on key areas of the system. For example, when budget forms are configured, the Client will configure these alongside the Sherpa team and test the results. By the end of the implementation, all functionality used by the Client will be covered.

6.1.2 Software User Guides

Sherpa delivers Software User Guides for major functional areas that contain click-by-click instructions on how to navigate, save, delete, and import data where relevant. These are generic guides and do not include client-specific documentation.

6.1.3 System Administration Guide

The System Administration Guide is a client-specific configuration guide that details how the Client will maintain the system. This will include specific tasks, such as how to add a new organization. It is typically not click-by-click; a typical guide item would note that to create an org, these 5 attributes are required and for what reason. The Guide is created by the Client with Sherpa support. Sherpa will provide an existing template, which is then jointly modified to accurately reflect the Client’s configuration and processes.

6.1.4 Reporting

Reports will be created throughout the project, starting in the first weeks. Sherpa is ultimately responsible for ensuring all reports are configured.

Initial reports will be ad hoc in nature to test conversions. Subsequently, more ‘standard’ and formatted reports will be created. Reporting knowledge transfer is critical for long-term maintenance of the solution, since new reports are required frequently. In order to build this expertise, the Client will configure reports alongside our team throughout the project. Sherpa will work with the Client to

determine assignments and will train and support Client in the creation of reports. Sherpa will likely make some reports without client involvement; in this case, Sherpa will train the Client on any needed configuration to understand how the report is set up. The Client will test all reports for accuracy.

6.1.5 Reporting Overview

Early in the project, Sherpa delivers the Reporting Overview session. This course is designed to demonstrate the solution reporting capabilities including navigation, filtering, and export options, and an overview of the data model. We will review the importance of hierarchies and groups and discuss how Measures work.

This instructor-led course is 2 hours in duration for up to 12 participants per course.

6.1.6 Reporting Administration

This course will provide instruction on the administration of the reporting environment including security and document maintenance. This course is offered to the reporting administrator (and a highly recommended back-up administrator). Following this training, the Client will work with Sherpa to set up and test security for reporting.

This instructor-led course is 2 hours in duration for up to 3 participants per course.

6.1.7 Sherpa Publishing Administration

For clients using Sherpa Publishing, Sherpa will deliver Sherpa Publishing administration training to ensure clients can maintain the delivered publications. This course will provide instruction on the administration of the publishing environment including security, variable management, directories, and book hierarchies. This course is offered to the publishing administrator (and a highly recommended back-up administrator).

This instructor-led course is 1 hour in duration for up to 3 participants per course.

6.2 Client Engagement

Clients will create user groups at their discretion to ensure users are aware of the project and have an opportunity to provide feedback throughout the process. Following is our recommended approach.

6.2.1 Client Engagement Process

Configuration reviews are performed iteratively throughout the project. The process flow will be the same for each iteration, starting with our small project team and expanding to the larger groups.



Our goal is to produce real outputs early in the project to allow for immediate Client involvement. The project plan created for each project will include the review steps noted above. For example, a project may have:

- Review 1: Base budget form and initial conversion, Reporting Overview
- Review 2: Operating Budget forms
- Review 3: Operating and Personnel Reports
- Review 4: Capital Budget forms and reports
- Review 5: Budget monitoring and execution

6.2.3 Core Project Team

The Core Project team consists of 2-4 people who are the primary members of the implementation team. They will attend design workshops and create the initial configuration.

The Core Project team will have experts in each functional area based on the project scope, including:

- Operating budgeting
- Capital budgeting
- Personnel budgeting
- Reporting
- Publishing

Time Commitment (Per participant, will vary based on assignments):

- Workshops: 80 hours
- Configuration and Conversion Reviews: 160 hours
- System training (receiving): 120 hours
- Reporting training (receiving): 16 hours
- End User Training Document Preparation or Review: 80 hours
- Core Project Team Training : 24 hours

Typical team size: 3

6.2.4 Budget Office Team

The Budget Office Team will be comprised of representatives (or the full team) who will review key configuration throughout the project. During workshops, the Budget Office team may be brought in to participate in sessions pertaining to their areas of expertise. The Core Project Team will present to the Budget Office Team the proposed processes, workflows, forms, and reports to obtain feedback. The Budget Office Team will be trained by the Core Project Team prior to End User training.

Time Commitment (Per participant):

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 6

6.2.5 Agency/ Department Team

The Core Project Team will create a group of department representatives, typically some from smaller and larger departments, who represent different types of users of the system. During workshops, the Department Team will participate in targeted sessions, such as those pertaining to Department workflows and internal service charges.

The Core Project Team or Budget Office Team will present the configuration to the Agency/Department Team to solicit feedback throughout the engagement.

Time Commitment (Per participant):

- Workshops: 8 hours

- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 8

6.2.6 End User Group

The Core Project Team will determine the roster of End users of the system. The Team will send out periodic updates on the project, including key activity dates. There are at least 2 presentations made to the End User Group. The first will be after the initial round of configuration is made, showing users how to use a base-style budget form and reports that show converted data. This will inform users of new look and feel and allow for initial feedback. The second meeting is typically held after a substantial amount of configuration is completed and will present a more holistic view of the configured solution.

Time Commitment (Per participant):

- Attending presentations: 3 hours

Typical team size: 150

6.2.7 Team Time Commitment Table

Activity	Core Project Team	Budget Office Team	Agency /Dept Team	End User Group
Workshop	80	8	8	
Configuration and Conversion Reviews	160	8	8	
System Training (receiving)	120			
Report Training (receiving)	16			
End User Training Document Preparation or Review	80	16	16	
Training	24	8	6	
Attending Presentations				3
Total Hours /participant	480	40	38	3
Typical Team Size	2-4	6	8	150

6.3 User Training

6.3.1 Training Guides

Regardless of training delivery method, Sherpa and the Client will work together to create Training Guides. These guides will have an overview of the process and detailed instructions on how each form or function works. These may be supplemented by Quick Reference guides (1 page cheat-sheets) or other types of job aids.

6.3.2 Training – Train the Trainer

Prerequisite: Review of End User training guides is completed before the class begins

Regardless of training approach, budget office staff will be trained to be trainers. If End User training is delivered, the Budget Office Team will deliver this training. If there is no additional formal training for end users, this training will still be used to help support labs and answer questions from departments throughout the process.

This class will include:

- Policies and procedures overview (Client-led)
- System overview
- Review all forms and their purpose
- Practice – each different type of form will be used by the team in class
- Training Guides – we will follow Training Guides to ensure they are complete and accurate

This instructor-led course is 4 hours in duration for up to 8 participants per course.

6.3.3 Training – Standard

Prerequisite: Training the Trainer classes

Sherpa's recommended approach is specifically designed to support large group training for budgeting. Nearly all clients have a budget kickoff each year. Our training combines this kickoff with system training.

The Core Project Team will work with Sherpa to create materials that are click-by-click and specific to the exact forms and processes used by the client. Materials will be sent out to end users and will be available in the application.

End User training will be done in 1-4 large-group settings, either virtually, in a large meeting area, or both. The first part of the training is a review of budget policies / budget instructions for the year. This will be followed by a system demonstration, showing how forms are used and how reports and other processes are used. The session will involve questions / answers throughout. Training is recorded for those who cannot attend.

Following end user meetings, the Core Project Team and Budget Office team will host in-person Budget Labs or hold sessions for hands-on training.

6.3.4 End User Training – Client Delivered

Prerequisite: Training the Trainer classes

Clients determine if this optional training is required, based on what they know of their processes and end users. If End User Training is required, the Budget Office Team, supported by the Core Project Team, will deliver training. Classes will follow End User training guides.

This instructor-led course is 2 hours in duration for up to 12 participants per course. If there is a single instructor with no in-room support, Sherpa recommends no more than 8 per course.

7.0 Standard Support

Sherpa provides different levels of support for our clients on a subscription basis. Support packages cover a full fiscal year, with built-in assumptions of your more critical, busier times as well as slower times of the budget cycle.

Standard Support assumes a Customer BFM System Administrator is trained in the system and that Sherpa provides support to this Customer Administrator. The Customer Administrator will perform most administrative tasks but may need support with new processes. Questions about data may arise and the Customer Administrator will perform all due diligence and document their analysis and present this to the Sherpa support team. Customer Administrators will triage incoming questions and submit to Sherpa Support any attempts to recreate the issue and fully details around the questions. Customer Administrators are responsible for training end users and any replacement Customer Administrators. Standard support assumes that the Customer Administrator will update documentation, including the administrative guides. This level of Standard Support is included with the BFM software subscription.

Standard Support includes 40 hours of support in the first year, then 25 hours per year per subsequent years and the includes the functions included in the table below.

Category	Standard Support Functions
Rollover	Perform annual rollover or support BFM Administrator in annual rollover process to prepare the systems for the next budget cycle.
Rollover	Universe support for annual rollover
Rollover	Copy Production to Development or Test environment as part of the annual rollover process
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes
Reporting	Guidance for client BFM Administrator in creating complex reports
Training	Access to Sherpa Spotlights and training recordings library

Standard support communications should be directed to help.sherpa@eunasolutions.com.

8.0 Assumptions

- The majority of work will be conducted offsite. Onsite meetings may be scheduled for 2-3 days of full time workshops or other activity, based on Budget Office availability, at no additional cost.
- The Client team will provide support related to Financial, HR, or other source/target systems during integration configuration.
- Customer to provide timely decisions
- Customer staff available to attend workshops and complete assigned tasks per project plan timelines

9.0 Optional Services

9.1 Enhanced Support

Please see the Matrix below for details on enhanced support inclusions.

Category	Support Item	Standard Support	Enhanced Support	Full Admin Support
Rollover	Perform annual rollover or support BFM Administrator in annual rollover	X	X	X
Rollover	Universe support for annual rollover	X	X	X
Rollover	Copy Production to Development or Test environment as part of rollover process	X	X	X
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues	X	X	X
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes	X	X	X
Reporting	Guidance for client BFM Administrator in creating complex reports	X	X	X
Training	Access to Sherpa Spotlights and training recordings library	X	X	X
PCF	Assist with PCF setup and data loads and data verification		X	X
Support	Support the BFM Administrator in data loads/Admin Uploads and data verification		X	X
Support	Configure Widgets		X	X

Category	Support Item	Standard Support	Enhanced Support	Full Admin Support
Support	Dedicated working sessions with client BFM team to review/resolve issues.		X	X
Reporting	Support with annual publication reports (excluding PatternStream/PADS style publications)		X	X
Training	Sherpa will provide training, if needed, to the BFM Administrator		X	X
System Admin	Perform all system administration functions, such as rollover, stage advancing, importing data, running BCS/Allocations/other admin processes, create new admin processes, and maintain security roles.			X
System Admin	Review and update documentation, including the Administrative Guides			X
System Admin	Set up forms for the year / for each cycle (create budget forms)			X
System Admin	Execute Admin Processes used in configuring budget cycle			X
PCF	Load PCF data and run initial projections. Sherpa runs initial checks, followed by client verification.			X
PCF	Assist with creating PCF What-If Scenarios			X
Support	Support the budget office with data verification and balancing			X
Support	Sherpa will act as a help desk to the budget office team and can help end users if the budget office cannot support requests			X
Support	Sherpa can attend virtual office hours (open house) to help end users			X
Report Development	Sherpa will develop new reports as needed			X
Training	Sherpa will provide training, if needed, to a new BFM Administrator or budget office staff			X

Category	Support Item	Standard Support	Enhanced Support	Full Admin Support
Training	Provide web-based training refreshers for end-users			X

APPENDIX C

Sherpa Milestone Completion Sign-off Form

The table below lists the Sherpa project milestone(s) that were approved by City of San Antonio, TX during the month of ____ totaling \$ _____ which will be invoiced upon acceptance. The approval of the milestone(s) is based on the completion of the associated activities and deliverables as identified in the current approved Sherpa Statement of Work (SOW). This sign-off form will accompany the invoice for submission of payment.

Project Milestone Completed and Approved for Invoicing

Milestone Number	Milestone Name	Milestone Description	Milestone Amount
TOTAL			

Signatures

City of San Antonio Acceptance Signature 1
Clients Name:
Client's Title:
Client's Signature:
Date:
City of San Antonio Acceptance Signature 2 (optional)
Clients Name:
Clients Title:
Client's Signature:
Date:

Sherpa Government Solutions Acceptance Signature
Responsible Name:
Title: Project Lead
Responsible Signature:
Date:

APPENDIX D
SERVICE LEVEL AGREEMENT

CLOUD-BASED SERVICES
Service Level Agreement

Euna Budget Enterprise

Effective 10/4/2024



SERVICE LEVEL AGREEMENT FOR CLOUD-BASED SERVICES IN A PRODUCTION ENVIRONMENT

The following section sets out the Service Level Metrics applicable to Sherpa's cloud-based Services.

Metrics in this document apply to the service level for the hosting level: **Continental United States, Standard Availability Environment**. Vendor offers additional hosting levels with different metrics.

1. Definitions

Subscriber - The purchaser of the cloud-based services, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction.

Vendor - Sherpa Government Solutions

Hosting Region - Vendor offers hosting through Amazon Web Services (AWS) in two regions:

- US-EAST-1 – Virginia
- US-WEST-2 –Oregon

We locate each Subscriber closest geographically. Note that exact locations will not be provided (no addresses are available).

Day - A Day is a business day, excluding weekends and Vendor holidays.

Business Hours - Defined as 8:00am to 8:00pm EDT, Monday to Friday.

Hour - An Hour is defined as an hour within Business Hours. For example, if an incident is reported on Monday, 7:00pm EDT with a 4 hour response time, the incident response period is from Monday, 7:00pm EDT to Tuesday, 11:00am EDT. During critical Subscriber budget development times, Vendor will make commercially reasonable efforts to extend support outside of Business Hours.

1.1 Incident Definition

Incident(s) - Is an event that is not part of normal operations that disrupts an operational process or processes. An incident may involve the failure of a feature or service that should have been delivered or other type of operation failure.

1.2 Incident Priority Level Definitions

Tier 1 Incidents - Tier 1 incidents have a major impact on the Subscriber's ability to operate their entire business processes. No work-around or manual process is available.

Tier 2 Incidents - Tier 2 incidents include system or component failure or malfunction causing impact on Subscriber's ability to operate significant business processes. A work-around or manual process may be available but is not a viable option for continued business operations.

Tier 3 Incidents - Tier 3 incidents include component failure or malfunction not causing impact on Subscriber's ability to operate significant business processes. Work-around or manual processes are available.

Tier 4 Incidents - Low level incidents are cosmetic or 'nice to have' requests that have minimal impact on business processes. These will be prioritized and included in the standard release schedule when possible. No communication standard is assigned for this incident tier.

1.3 Support Requests

Support Requests - Subscriber's support requests not relating to an incident will be responded to promptly. Start work and resolution times are dependent on the nature of the request. Support Requests do not have Service Metrics applied.

2. Incident Response

The Vendor will communicate with the Subscriber throughout the resolution period for Tier 1 and Tier 2 Incidents, ensuring that the Subscriber is aware of the estimated Resolution Time, and if they expect the resolution to exceed the Target Resolution Time. The Vendor will make commercially reasonable efforts to resolve Tier 1 and Tier 2 within the respective Resolution Time Targets.

The following standards apply to the response to and handling of incidents impacting customers.

Incident Priority Level		Tier 1	Tier 2	Tier 3
Response Within	Initial Response	1 hour	1 hour	4 hours
	Start Work	2 hours	4 hours	8 hours
	Resolution	4 hours	8 hours	4 days
Compliance Target		100%	100%	100%
Communication Methods		<ul style="list-style-type: none">• Email to the Subscriber primary contact acknowledging the incident and process to resolve.• Phone or email for follow-up communication.• Communication through our Customer Support / ticketing system.		

Vendor will provide Resolutions with the least disruption to business operations possible. This may be comprised of interim workarounds, 'hot-fix' changes, which do not require a software upgrade, or code changes that do require a software upgrade. Before applying any changes that would result in a software upgrade, Vendor will notify the Subscriber prior to proceeding and obtain approval. If a Subscriber selects to not receive the Resolution for any reason or

wishes to delay the Resolution until a later date, the Incident is considered resolved for purposes of Service Metrics.

3. Notifications

3.1 Event Notification

The following standards apply to notification of events that have happened or will happen.

Level	Planned A	Planned B	Planned C	Unplanned A
Response	1 week prior	3 days prior	1 day prior	3 days after
Compliance Target	100%	100%	100%	100%
Communication Methods	<ul style="list-style-type: none">Email to the Subscriber primary contact notifying of the event.Phone available for follow-up communication.			

3.2 Notifications – Planned Events

Vendor will provide notification of planned maintenance and service depending on the impact to the customer and the duration of impact.

Maintenance Type	Communication Standard
Planned emergency outage.	Event Notification - Planned C
Planned emergency maintenance including but not limited to urgent patches.	Event Notification - Planned C
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of 4 hours or less, outside of business hours.	Event Notification - Planned B
Regular maintenance (requiring downtime) including but not limited to software upgrades, defect fixes, software patches and hardware maintenance. Downtime of more than 4 hours.	Event Notification - Planned A

3.3 Notifications – Unplanned Events

Vendor may need to communicate events to Subscriber that were not planned. Such events may include, but are not limited to, the following:

- Emergency maintenance
- Internet/network outages beyond Vendor's control affecting the Vendor application
- Unplanned service degradation

- Natural Disasters affecting the Vendor application

Communication Standard: *Event Notification Unplanned A*

4. After Hours Support

After hours support can be requested by the Subscriber. Vendor requires 48 hours' notice to allow for scheduling of after-hours support. If advanced notice is not given, Vendor will make commercially reasonable efforts to provide the requisite support.

5. Submitting Incidents

Subscribers must submit tickets through Vendor's customer success system to ensure incident metrics are tracked properly. Tickets should include, where relevant:

- Environment impacted
- User ID used to create the incident
- Steps to recreate
- Screen shots of the issue
- Business impact
-

6. Service Metrics

The Subscriber will select the Service Level Metric to be enforced for a single event, at their sole discretion. Under no circumstances will the credits or penalties resulting from a single event be compounded.

6.1 Availability

Metric: Availability $\geq 99.72\%$

Measurement Period: Monthly

Measurement: Availability with respect to any cloud-based Service in any month equals the number of uptime minutes divided by the number of minutes in the month and multiplied by 100, e.g., a 30 day month will have 43,200 total minutes (30 days x 24 hours x 60 minutes) so if total downtime were 120 min, the Availability would be 99.72% (43,080/43,200 x 100).

Downtime with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Scheduled Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the Subscriber is unable to use the cloud-based Service to access the Subscriber Data; (iv) a critical function with the cloud-based service is unavailable or is materially compromised.

Scheduled Maintenance means any maintenance conducted by Vendor:

- (i) Between 12:00 a.m. and 7:00 a.m. (local server time) or (ii) during any maintenance period for which the Subscriber has been given written notice at least three (3) Business

- Days in advance of the first day of the maintenance period (provided that the maintenance period does not last longer than 24-hours in total).
- (ii) In rare cases, emergency maintenance may be required with little notice.

6.2 Restore Time

Metric: No single period of Down Time will last longer than four (4) hours.

Measurement Period: Each incident

Measurement: A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; and (ii) when any one of the Vendor's clients reports the outage to Vendor.

A period of Down Time ends when: (i) the cloud-based Service is functioning in substantial accordance with its specifications; and (ii) the Subscriber confirms that it is able to access the affected cloud-based Service and use the cloud-based Service to access the Subscriber Data.

6.3 Incident Response

Metric: Incident Response Time Targets Met 100%

Measurement Period: Monthly

Measurement: Incident Response Time starts at the time an incident is reported by the Subscriber during regular business hours via the Vendor's incident reporting system.

Incident Response Time ends when: (i) the Vendor starts work on the ticket; and (ii) when the Vendor acknowledges receipt of the ticket.

6.4 Incident Resolution

Metric: Incident Resolution Time Targets Met $\geq 99\%$

Measurement Period: Monthly

Measurement: Incident Resolution Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system.

Incident Resolution Time ends when: (i) a solution has been provided and implemented that resolves the reported incident; or (ii) a work-around acceptable to the Subscriber is provided that provides a temporary solution to the reported incident; or (iii) a time frame for implementation of the solution to the reported incident has been established that is acceptable to the Subscriber.

6.5 Disaster Recovery

Metric: Disaster Recovery Target Met

Measurement Period: Any Disaster Event

Measurement: If there is a disaster, the application will be recovered within twenty-four (24) clock hours. For example, if a disaster is reported at 1:00pm on Monday, it will be recovered by 1:00pm on the next day, Tuesday. Disaster Recovery Time starts when a disaster event is encountered that critically impacts the application. Disaster Recovery Time ends when services have been restored.

6.6 Request for Support made within defined Business Hours

Metric: Response time for Request for Support made within defined Business Hours

Measurement Period: Quarterly

Measurement: The average time to return any request for support is four hours.

6.7 RPO, RTO and Backup

Logs are exported from 6am to 6pm local server time on a 30-minute cycle. Vendor operates with a Recovery Point Objective (RPO) during Business Hours of 30 minutes. Vendor Recovery Time Objective (RTO) during Business Hours is 4 hours. The RTO outside of Business Hours is 16 hours.

Vendor will be partnering with AWS and utilizing a data center closest to each customer. All data being transferred between the customer's network and the AWS hosting site would be handled through encrypted channels.

The proposed solution/pricing for this hosting level does not include clustering for hot fail-over.

- With a major system failure, Vendor can restore to the last backup/log, which is in 30 minute increments.
- Vendor can recover 7 days up to the minute from the last backup point
- Full Nightly backups are taken at midnight. This means Vendor can provide restore points to the minute by taking log files up to the 30 minute log file period and restore to the minute required (e.g., provide a backup from 5 days ago at 9:23 am; log files are selected through 9:30am and restore process will restore data to the 9:23am mark).
- Vendor has a full system backup every Sunday that goes back 1 month
- Vendor has a monthly backup that goes back 12 months.

All servers and databases are snapshot nightly and stored for 14 days.

Currently Vendor backups all databases and SFTP file transfers to the AWS S3 storage. This is a fully redundant backup system across multiple zones/regions so recovery can be done from these sources in the case of catastrophic failure at any individual AWS data center. The Snapshots are housed within the S3 environment which means snapshots can be recovered at any time.

In the event of corrupted data on the database server, the most recent uncorrupted snapshot will be restored to a new server. In most cases, data can be recovered to as little as 30 minutes prior to the corruption. Vendor can then create a backup of the restored database and refresh the corrupted database on the primary database server. In most cases the process takes a few hours. Larger databases will take longer to restore than smaller databases. In the absolute worst-case scenario, where the data center is no longer allowing RDS service, Vendor can switch to a region that has the RDS service running and bring a database online in that region from the most recent uncorrupted source.

6.8 Disaster Recovery and Business Continuity

See Vendor's Exhibit 4- [Disaster Recovery](#) and Exhibit 3- [Business Continuity](#) documents for additional detail.

7. Other Services

The Vendor shall demonstrate compliance to support the implemented Vendor software through:

- Continued investment and development of the budget application
- Management of ongoing updates
- Management of tickets and resolution
- Management of approved changes and enhancements

8. Enhancement Requests

Enhancement requests are Subscriber requests that will alter the software as currently designed, by adding functionality or changing existing functionality. Enhancement Requests are not included in Service Metrics.

The Vendor Product Manager, with the support of the Technical Manager, approves all new functionality. In some cases, enhancement requests may be modified to make the request configurable and usable by multiple Subscribers.

Enhancement Requests can be made directly in the Vendor's customer success / ticketing system, or if applicable, can be submitted to the implementation team directly.

The scope of each change will be reviewed on a case-by-case basis by the Vendor Product Manager and Technical Manager to determine a timeframe for the change and a potential cost estimate (if any).

Each change will be categorized and defined as such:

1. If the change is applicable to both the requesting Subscriber and would likely be used by other Subscribers, or the lack of this functionality is a software deficiency, this change request will be added to Vendor's current development schedule.
2. If the change is Subscriber-specific, then Vendor will estimate the cost (if any) for the system change and discuss implementation options with the Subscriber.

Enhancements During Implementation: Subscribers will be receiving upgrades on a regular basis throughout the implementation (often weekly) until go-live preparation begins. This allows enhancements or any new features to be included in the software as they become available. Enhancements will thus be available regardless of if a software upgrade is required.

9. Software Upgrades

Vendor software is updated on a regular basis and is deployed to Subscribers based on a schedule agreed to by the Vendor and Subscriber. Vendor will not apply upgrades to a Production environment without prior notice to the Subscriber. A typical schedule for upgrades is once annually in the period between budget adoption and the subsequent budget cycle start.

Vendor will request a planned system outage to allow for proper testing once upgrades are applied to production. Typical planned system outage is one day; the system is available during this period but Vendor requests minimal activity in the system to allow for efficient testing.

9.1 Vendor Responsibilities

- Copy Production to Development and make appropriate backups
- Apply upgrades
- Unit test software in the client environment, including non-impactful testing in Production (no data is impacted)

9.2 Subscriber Responsibilities

- Approve the upgrade schedule at least 30 days in advance of the upgrade date
- Subscriber testing is not required. If the Subscriber wishes to participate in upgrade testing, it is allowed.

10. Security Incident Response

10.1 Overview

Reflecting the recommended practices in prevalent security standards issued by the International Organization for Standardization (ISO), the United States National Institute of Standards and Technology (NIST), and other industry sources, Vendor has implemented a wide variety of preventive, investigative, and corrective security controls with the objective of protecting information assets.

Ultimately to manage any incident such that recovery time and costs are limited, as well as taking commercially reasonable steps possible to ensure an improved security stance.

10.2 Network Protection

Vendor's network protections include solutions designed to provide continuity of service, defending against Distributed Denial of Service (DDoS) attacks.

10.3 Monitoring and Event Alerts

Alerts are sent to Vendor's security team for review and response to potential threats. These alerts are monitored 24x7x365.

10.4 Security Incident Response

Vendor evaluates and responds to suspicious activity/events of unauthorized access to or handling of customer data, whether the data is held in Vendor's hosting environment within AWS or on personal hardware assets of Vendor employees. Vendor's Information Security Incident Reporting and Response Policy defines requirements for reporting and responding to incidents. This policy authorizes the Vendor security team to serve as the primary contact for security incident response, as well as to provide overall direction for incident prevention, identification, investigation, and resolution.

Vendor security team will:

- Validate that an incident has occurred

- Communicate with relevant stakeholders
- Preserve evidence
- Document any incident along with related response activities
- Take actions to contain an incident
- Escalate an incident as necessary
- Prevent any future re-occurrence of the incident or tangentially related security concerns

Upon discovery of an incident, Vendor defines an incident-response plan for rapid and effective incident investigation, response, and recovery. Root-cause analysis is performed to identify opportunities for reasonable measures which will improve security posture and defense in depth. Formal procedures and central systems are utilized to collect information and maintain a chain of custody for evidence during incident investigation.

10.5 Notifications

If Vendor determines that a security incident has occurred, Vendor promptly notifies any impacted Subscribers or other third parties in accordance with its contractual and regulatory responsibilities.

APPENDIX E

FUNCTIONAL TESTING PLAN

Purpose and Objectives

The purpose of the Functional Testing Plan is to document the strategy and methodology to be utilized to ensure that all components of the system are working as an integrated system and reporting accurately on the amounts entered into the system either through interfaces from external systems, through budget forms or calculated by Budget Formulation and Management (BFM).

The objectives of a functional test plan are to identify the right groups of people to test the system, when the testing should be performed, and the types of things that should be tested.

Testing Methodology

Sherpa's testing methodology is specific for public sector budgeting software. The key to this methodology is testing the software in a production environment using production data, security, and test cases. Testing is a mix of formal testing and informal testing, which is critical for success. The Project Team will attempt to use the forms early in the process in a methodology closer to User Acceptance testing than unit testing. As part of the process, full end-to-end workflow and corresponding reports are tested.

The keys to our testing methodology are:

- Use production data and our production environment, instead of testing in a traditional Quality Assurance (QA) environment with test data. The Customer can have confidence there will be no surprises by moving the system into a new environment with real data at go live.
- Test with production quality reports alongside system testing to ensure users understand the flow of data.
- Test with full security turned on and real users.
- Do not wait to start testing; test as soon as each piece of functionality is configured.
- Involve end users as soon as possible to get feedback and buy-in.

For this implementation, Sherpa will follow the following testing process:

- **Unit Testing:** This tests individual components of the system. Unit tests are first conducted by Sherpa, then the Customer's Project Team
- **Integration Testing:** This ensures that data flows throughout the system correctly.
- **User Acceptance Testing/Stakeholder Testing:** This engages End Users in the testing process.

As BFM was designed to be configurable, new components are not usually developed during the implementation. Traditional software testing has already been completed for the system components included in the scope of work. Should a new component be identified for the Customer and developed, Sherpa will completely test the component before providing the component for functional testing.

Unit Functional Testing

Unit testing is performed to test the functionality of each individual component (budget form, report, PCF setup and calculations, interface) within the system. The goal for unit testing is to validate that the software component has been configured as designed, and that it is working correctly. For example, can a user enter data into a budget form, and have the data saved into the system. Complete unit functional testing of a budget form would include:

- Does security prevent certain users from accessing the form?
- Does security only allow users to see their authorized data?
- Does security only allow users to Submit a form to authorized stages?
- Do users only see the buttons assigned to them?
- Do all the buttons perform as expected?
 - Does the save button save the data correctly?
 - Does the Export button export the data?
 - Does the Import button load the data into the form?
 - Does the Cancel button return the data to the way it was before changes were made?
- Does the Submit button perform any validation and if so, is the validation correct?

Unit testing is performed on each form, report, calculation, and interface, and occurs as each component is configured during the implementation. Unit testing has two phases – a Sherpa testing cycle and a Customer testing cycle.

Sherpa Unit Functional Testing

Sherpa's consultant team performs all initial unit testing as each system component is configured. During this process, Sherpa will confirm that the configuration is working as designed in the configuration workshops conducted with the Customer's Project Team. Sherpa will set up all functionality for the unit testing including security and will use production level data to conduct the test. Sherpa conducts tests by following a detailed checklist, Exhibit 1 - *541 Form Review Checklist.xlsx*. This checklist includes tests for functionality and user-level security. Sherpa will fix all issues that arise during this stage in unit testing, prior to releasing the component for the next stage of unit testing.

Customer Unit Functional Testing

Immediately after Sherpa functional unit testing is completed for a given module, Project Team testing begins. The Customer will see the configuration as soon as it has been vetted by the Sherpa team; this continues knowledge transfer and ensures that any changes that the Customer may want to make are identified early in the process.

For each module, Sherpa will conduct a short training session with the Project Team and then let users into the system to conduct both positive and negative tests. Positive tests ensure the product is working as designed. Negative tests involve trying to perform activities that are not part of the process to 'break' the system. For example, a negative test is typing 'FRED' in as a dollar amount in a budget form. The user should receive a friendly error. While not very time consuming, this process provides invaluable feedback that can be applied to future configuration efforts.

The Customer Project Team will use a testing checklist, Exhibit1 - *541 Form Review Checklist.xlsx*, during unit testing, but formal test scripts are not used. Sherpa has found it is best to test navigation and usability by having users explore the system without extensive support.

The Customer will log errors and issues found during the testing process and provide to Sherpa. An example Test Log can be found at the end of this document. Logged issues should include the attempted action, expected result, and steps to recreate the issue. Sherpa will review the Test Log and make configuration changes when necessary. If any material functionality defects are noted through the Customer's testing, then Sherpa will review whether the defect escaped Sherpa's testing due to simple omission, or whether the Sherpa testing checklist needs to be updated to screen similar errors on other modules.

As part of the Customer's unit testing process, Sherpa will provide templates for End User Guides that include basic navigation and screen shots of the application. As the Customer tests the functionality, the Project Team will add Customer-specific policy and procedures to Sherpa End User Guide templates. Creating the End User Guides during testing ensures the entire business process is considered and tested, including security, workflow, and reports. End User Guides are used later in the testing process during User Acceptance Testing.

STAGE	Unit Testing	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Sherpa	COSA
Unit Testing Execution	R	A, C, I
Documentation of test results	R	A, C, I
Defect and Resolution logs	R	A, C, I

Integration Testing

When multiple components of the system are configured and unit tested, Sherpa will begin integration testing, that is testing system components together. This is performed by Sherpa and the Customer Project Team to ensure that interfaces are working properly and end-to-end processes are successful. The goal for Integration Testing is to ensure data flows through the system correctly. For example, does the data entered in Form A appear correctly in Form B and Report C?

Integration testing will occur on an on-going basis, as corresponding forms and reports are configured. For example, Sherpa will configure the Customer's *Improvements & Mandates* form and unit testing will be completed. Then, Sherpa will configure the corresponding *Reports IM1, IM2, and IM3*. The unit test for the reports will include integration testing, as Sherpa and the Customer Project Team will validate that the data entered on *the Improvements & Mandates* form flows into *Reports IM1, IM2, and IM3*. Integration tests will be completed for all linked system components.

STAGE	Integration Testing	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Sherpa	COSA
Integration Testing Execution	R	A, C, I
Testing scripts	R	A, C, I
Test schedule	R	A, C, I
Documentation of test results	R	A, C, I
Defect and Resolution logs	R	A, C, I

User Acceptance Testing

Following Unit Testing and Integration Testing, Sherpa conducts User Acceptance Testing (UAT), or stakeholder testing, with a group of end users selected by the Customer Project Team. The purpose of UAT is to validate software configurations against the Customer's business requirements. This validation is carried out by the end-users who are familiar with the business requirements, so Sherpa recommends that these testers should be Agency users who can represent a broad end-user perspective.

Sherpa performs UAT earlier in the implementation process than most prescribed testing methodologies. For example, UAT or stakeholder testing for the budget data entry process will occur once the unit/integration testing for the corresponding forms and reports are completed, even if other modules are not configured. Sherpa finds it key to complete UAT well before a traditional user acceptance test to ensure there is time to make changes as needed.

During this testing phase, users will follow the End User Guides created during Customer Unit Functional Testing in lieu of formal test scripts. The first UAT session is typically held in a computer training room, so that the Customer's Project Team and Sherpa can walk the users through the system. Following this session, users are asked to continue testing on their own, at their desks. This is recommended to emulate a real-life experience, which could prompt insightful feedback from End Users.

Users are asked to document all testing issues, bugs, errors, questions, and general feedback and send to the Customer's System Administrator(s). The Customer's System Administrator(s) will review the reported issue first. If it is a user error, the System Administrator(s) can provide first level support to the end user. This allows the Customer's System Administrator to become comfortable with providing user support as part of Sherpa's Organization Change Management (OCM) plan.

The Customer's System Administrator(s) and/or Project Manager will be responsible for collecting all issues (bugs), errors, and feedback from UAT, consolidating into a Test Log, and providing to Sherpa for review. An example Test Log can be found at the end of the document.

Sherpa will review the Test Log and resolve issues in the system or provide support to users, if required. Sherpa will document the response or action taken to correct an issue in the testing log and notify the Customer's Project Manager who can coordinate a confirmation test with the Project Team.

End User feedback or suggestions will be reviewed with the Customer Project Team to determine if changes to the configuration or business process should be made. If UAT does identify potential changes, then Sherpa will evaluate based on the following considerations:

- Changes should be made whenever possible to make the solution better
- Changes can be made even after testing is completed if it does not add substantial project risk
- Changes may be deferred if:
 - Changes are minor/cosmetic and do not change the user experience in a significant way
 - Changes are far-reaching and would cause mass-changes throughout the application and the project schedule does not allow for appropriate regression testing
 - Changes require custom code and the project schedule does not allow time for appropriate testing

STAGE	User Acceptance Testing	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Sherpa	COSA
UAT Testing Execution	C, I	R, A
Develop UAT Test Plan	C, I	R, A
Develop Test scripts	R	A, C, I
Test schedule	C, I	R, A
Documentation of test results	C, I	R, A
Defect and Resolution Logs	C, I	R, A
User Acceptance Test Completion Certificate	C, I	R, A

Test Log Template

The following template can be used to log testing issues, errors, and feedback uncovered during any of the testing phases. An Excel Workbook of this template will be added to COSA's ProjectPlace environment:

Issue ID	Description	Steps to Re-create	Browser Tested	Screen Shot	Reported By	Date Reported	Sherpa Response	Date Resolved by Sherpa	Date Confirmation Test completed	Confirmation Test Completed By
<i>Unique ID #</i>	<i>Brief description of the issue, error, or feedback including the attempted action and expected result</i>	<i>Provide the steps taken that resulted in the issue</i>	<i>Identify the internet browser used to conduct the test</i>	<i>Filename and storage location of screen shot</i>	<i>Name of person who found issue</i>	<i>Date that the issue was logged</i>	<i>Sherpa's response or action taken to resolve the issue</i>	<i>Date that the issue was resolved by Sherpa</i>	<i>Date the confirmation test was completed</i>	<i>Person who completed the confirmation test</i>

Testing Phases Reference Chart

The following chart outlines Sherpa's testing approach including the purpose, audience, resource, and timing of each testing phase.

Test Name	What is the purpose of the test?	Who participates in testing?	What Resource is used?	When is Testing Conducted?
Sherpa Unit Functional Testing	Validate the configuration of an individual system component	Sherpa Consultant(s)	Exhibit 1 - 541 Form Review Checklist.xlsx (<i>Sherpa Form Build Checklist</i> tab)	When configuration is complete for a system component (form, report, calculation, or interface)
Customer Unit Functional Testing	Customer's validation of the configuration of an individual system component	Customer Project Team	Exhibit 1 - 541 Form Review Checklist.xlsx (<i>Client Testing Checklist</i> tab)	Immediately following Sherpa Unit Functional Testing
Integration Testing	Validate that system components work together as designed; Ensure	Sherpa and Customer Project Team	System Administration Guide	Occurs on a continual basis, as corresponding components are configured and

	that data flows through the system correctly			integrated; occurs during unit test of subsequent component configurations
User Acceptance Testing (UAT) / Stakeholder Testing	Validate that business requirements are met	Customer End Users, selected by Customer Project Team	End User Guides	Following successful Unit and Integration testing
System Testing	Final walk through of system before go-live	Sherpa Consultants and Customer Project Team	System Administration Guide	After all known testing issues are fixed, as a final step prior to Go-Live

EXHIBITS LIST

#	EXHIBIT NAME	CONTENT
1	Exhibit 1 - 541 Form Review Checklist.xlsx.	Checklist that identifies the tests that must be performed on a form for quality assurance
2	Exhibit 2 - Euna Budget-BFM Implementation Approach.docx	Illustrates Euna's Budget System Implementation Methodology (BSIM)
3	Exhibit 3 - EUNA Business Continuity Policy_2024.pdf	This policy represents governance of contingency plans for certain business-impacting outages and vendor disruption of service
4	Exhibit 4 - Euna Budget Enterprise_Disaster_Recovery_Plan_7-2024.pdf	This document details our policies and procedures for technological disaster recovery
5	Exhibit 5 - Implementation Guide - COSA - Euna Budget Enterprise.docx	This a guiding document for the overall implementation of Sherpa using Euna's methodology.
6	Exhibit 6 - Budget_SherpaForms.xlsx	All Budget Forms

TECHNOLOGY TRANSFORMATION AGREEMENT

THIS TECHNOLOGY TRANSFORMATION AGREEMENT (this “**Agreement**”), as Attachment E to the City of San Antonio Finance Department – Procurement Division Contract Overlay Document for GSA Schedule 47QSWA18D008F (“**Overlay**”), effective as of the effective date of the Overlay (the “**Effective Date**”), is by and between [BUSINESS UNIT NAME] (“**Company**”), a GTY technology company, and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order (“**Customer**”).

1. **Orders.** Subject to the terms and conditions of this Agreement, Company will provide and Customer will obtain:
 - 1.1. **SaaS.** A non-exclusive, non-transferable right to access and use the software as a service (“**SaaS**”) identified in the Order attached as Exhibit A, or any subsequent Order in substantially the same form, mutually executed and made part of this Agreement (“**Order**”), subject to the service levels in Exhibit C.
 - 1.2. **Software.** A perpetual, non-exclusive and non-transferable license to install and use on-premises software listed in any Order; any modified, updated or enhanced version of such software Company provides; and any such software necessary to access and use SaaS or Hardware (the “**Software**”).
 - 1.3. **Hardware.** A limited, revocable, royalty free, non-transferable lease to use hardware identified in an Order as leased (“**Leased Hardware**”) and all right, title and interest any hardware identified in an Order as purchased (“**Purchased Hardware**”), in each case subject to Exhibit E (collectively, the “**Hardware**”).
 - 1.4. **Professional Services.** A right to receive implementation, training and other professional services (the “**Professional Services**”) identified in an Order or described a Statement of Work mutually executed and made a part of this Agreement in substantially the form attached as Exhibit B (“**SOW**”), or both.
 - 1.5. **Support Services.** A right to receive support and maintenance services identified in an Order and further described in Exhibit D (the “**Support Services**”).

Company grants Customer a non-exclusive, non-sublicensable, non-transferable license solely for Customer’s internal purposes to use manuals, instructions and other documents Company makes available that describe the functionality, components or requirements of the SaaS, Software or Hardware (“**Documentation**”).

2. **Fees.**
 - 2.1. **Amount.** Customer shall pay Company or the authorized reseller as applicable the fees (“**Fees**”) by applicable phase or acceptance of milestones or deliverables set forth in each Order or SOW without setoff, deduction or withholding other than Fees Customer does not pay because of a bona fide dispute. Parties shall undertake reasonable efforts to expeditiously resolve such disputes.
 - 2.2. **Due Date.** Subject to any applicable prompt payment law, Customer shall make all payments under an Order or SOW on or before the due date set forth in such Order or SOW. Notwithstanding the foregoing or anything else to the contrary in this Agreement, fees for SaaS, Software and Hardware will commence on the effective date of the Order under which they are provided (the “**Order Effective Date**”).
 - 2.3. **Late Payments.** If Customer fails to make any payment when due, without limiting Company’s other rights and remedies: Company may charge interest on the past due amount at the interest rate established by the Texas Prompt Payment Act.
 - 2.4. **Taxes.** Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees provide evidence necessary to sustain an exemption.
 - 2.5. **Expenses.** Unless otherwise agreed in an Order or SOW, Customer shall reimburse Company for out-of-pocket expenses approved in advance and incurred by Company in connection with performing the Professional Services accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable,

and, if Customer requests that Support Services be performed at Customer's site, in providing such Support Services ("**Reimbursable Expenses**"). Customer shall only be liable for such Reimbursable Expenses as approved by Customer and funded under the applicable ordering document.

- 2.6. **Appropriation.** Customer's obligation to make for payment under any Order or SOW during any of Customer's future fiscal years is subject to the appropriation of funds for such Order or SOW in Customer's budget for such years by the legal entity responsible for such appropriation. If such funds are not appropriated, then Customer shall have the right to terminate such Order as of the end of the last fiscal year for which funds were appropriated by providing notice thereof to Company at least 30 days in advance with reasonably sufficient documentation of such non-appropriation. Customer will use reasonable efforts to ensure appropriated funds are available for such Order or SOW.
3. **Confidentiality.** Subject to applicable open records, freedom of information or similar laws:
- 3.1. **Definition.** From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information that is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential (collectively, "**Confidential Information**").
- 3.2. **Exceptions.** Confidential Information does not include information that, at the time of disclosure: (a) is, or through no fault of the receiving party has become, generally available to the public; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.
- 3.3. **Use, Protection and Disclosure.** The receiving party shall not use the Confidential Information for any purpose not expressly permitted by this Agreement and shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information, but in no event less than a reasonable degree of care, and shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are under a duty of confidentiality no less restrictive than the receiving party's duty hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and cooperated with the other party, at the other party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Company recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
4. **Ownership.**
- 4.1. **SaaS, Software and Hardware.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("**Intellectual Property Rights**"), in and to the following are the exclusive property of Company (or, as the case may be, its licensors and suppliers): (i) SaaS, Software, Leased Hardware, Documentation and all proprietary technology used by Company to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Company makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Professional Services; (iii) the fully compiled version of any of Software that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable

version of any of Software that can be compiled into Executable Code (the “**Source Code**”); (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing; and (vi) all suggestions, recommendations or comments regarding the Intellectual Property, including without limitation, new features or functionality relating thereto (“**Company Intellectual Property**”). If any derivative work is created by Customer from the Software, SaaS or Hardware, Customer shall own all right, title and interest in and to such derivative work.

- 4.2. **Customer Data.** Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content that is collected, downloaded or otherwise received, directly or indirectly, from Customer or any employees, consultants, contractors, agents or members of the public authorized by Customer to access and use the SaaS, Software or Hardware under the rights granted to Customer pursuant to this Agreement and for whom or which such access and use has been purchased hereunder (“**Authorized Users**”) by or through the SaaS, Software or Hardware (the “**Customer Data**”); *provided, however*, that (i) Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the SaaS, Software and Hardware to Customer; (ii) Customer hereby grants to Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify and otherwise use and display information related to Customer’s use of the SaaS, Software or Hardware in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS, Software or Hardware (“**Aggregated Statistics**”).
- 4.3. **U.S. Government Rights.** Each of the software components that constitute the SaaS, the Software and the Documentation is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the SaaS, the Software and the Documentation as are granted to all other end users.

5. **Warranties.**

- 5.1. **SaaS and Software.** Subject to the payment of Fees, Company warrants that (i) the SaaS, and Software subject to a subscription license (“**Subscription Software**”), when used as permitted and in accordance with the Documentation, will materially conform to the Documentation and (ii) with respect to any Software not subject to a subscription license (“**Enterprise Software**”) for the 90-day period commencing on the Order Effective Date of any Enterprise Software (the “**Software Warranty Period**”) that such Enterprise Software, when installed by Company and used as permitted and in accordance with the Documentation, will materially conform to the Documentation. Within 30 days of any breach of this warranty, Customer will notify Company in writing of such breach in reasonable detail and request a correction of the warranted nonconformity. Company will, at its own expense, use commercially reasonable efforts to correct any reproducible error in the SaaS or Software reported in accordance with the foregoing. If Company is unable to provide a correction or work-around pursuant to the terms governing the provision of the Software or SaaS after using such efforts, Company may terminate the Order for such Software or SaaS upon written notice to Customer and provide a prorated refund of Fees paid for services not actually received. Any such error correction for Enterprise Software will not extend the original Software Warranty Period.
- 5.2. **Professional Services and Support Services.** Subject to the payment of Fees, Company warrants that Company will perform the Professional Services and Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. Within 30 days of any breach of this warranty, Customer will notify Company in writing of such breach in reasonable detail and request a correction of the warranted nonconformity. Company shall, as its own expense, perform again the Professional Services or Support

Services that gave rise to the breach or, at Company's option, refund the fees paid by Customer for the Professional Services or Support Services that gave rise to the breach.

- 5.3. **Hardware.** Subject to the payment of Fees, Company warrants that the Hardware will conform to the Documentation and will be materially free from defects in materials and workmanship for a period of 36 months from the date of shipment (the "**Hardware Warranty Period**"). Within 30 days of any breach of this warranty, Customer will notify Company in writing of such breach in reasonable detail and request a correction of the warranted nonconformity and, if Company requests, return the Leased Hardware at Company's cost. Company shall, as its own expense, either repair or replace such Hardware or the defective part or provide a pro rata refund of the Fees for such Hardware. Any such repair or replacement will not extend the original Hardware Warranty Period.
- 5.4. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, THE SAAS, SOFTWARE, HARDWARE, SUPPORT SERVICES, PROFESSIONAL SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SAAS, SOFTWARE, HARDWARE, SUPPORT SERVICES, PROFESSIONAL SERVICES OR DOCUMENTATION WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT ERROR OR INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY PRODUCTS OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY PRODUCTS AND SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT, IT HAS NOT RELIED UPON THE FUTURE AVAILABILITY OF ANY NEW OR ENHANCED FEATURE OR FUNCTIONALITY, OR ANY NEW OR ENHANCED PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, UPDATES OR UPGRADES TO COMPANY'S EXISTING PRODUCTS AND SERVICES. COMPANY'S PERFORMANCE OBLIGATIONS HEREUNDER ARE LIMITED TO THOSE EXPRESSLY ENUMERATED HEREIN, AND PAYMENT FOR COMPANY'S PERFORMANCE OBLIGATIONS SHALL BE DUE AS DESCRIBED HEREIN. THIS SECTION 5 SETS FORTH CUSTOMER'S EXCLUSIVE REMEDIES, AND COMPANY'S ENTIRE LIABILITY, FOR ANY BREACH OF THE WARRANTY.

6. **Indemnification.**

- 6.1. **Company.** Company shall indemnify, have the right to intervene to defend, and hold harmless Customer and its agents, officers, directors and employees ("**Customer Parties**") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("**Losses**") incurred by Customer Parties resulting from any third-party claim, suit, action or proceeding ("**Third Party Claim**") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If such a claim for infringement or misappropriation is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to (i) modify or replace the SaaS, Software or Hardware, or component or part thereof, with a substantially similar product or service to make it non-infringing or avoid misappropriation or (ii) obtain the right for Customer to continue using it. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 6.1 will not apply to the extent that the alleged infringement or misappropriation arises from: (a) use of the SaaS, Software or Hardware not in accordance with this Agreement, (b) failure of Customer to implement any replacements, corrections or modifications made available by Company for

the Software or Hardware, (c) use of the SaaS, Software or Hardware in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing, (d) modification to the SaaS, Software or Hardware not made by Company or (e) Customer Data.

6.2. **Reserved.**

6.3. **Procedure.** The obligations in Section 6.1 and Section 6.2 are conditioned on the party seeking indemnification (the “**Indemnatee**”): (a) notifying the other party (the “**Indemnitor**”) promptly in writing of such claim or action; (b) giving Indemnitor sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Indemnitor and, at Indemnitor’s request and expense, assisting in such defense. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

7. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES; LOSS OF REVENUES, DATA, BUSINESS OR GOODWILL; OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR COSTS OR THEY WERE OTHERWISE FORESEEABLE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) FRAUD; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. **Term and Termination.**

8.1. **Effects of Termination.** Upon expiration or earlier termination of this Agreement or any Order or SOW: (i) Customer’s right to access or use the SaaS, Software, Leased Hardware or Documentation, and all licensed rights granted, in this Agreement or such Order or SOW (the “**Expired or Terminated Document**”) immediately shall terminate; (ii) if the Expired or Terminated Document expires or is terminated by Customer without cause or by Company with cause, then such expiration or termination will not affect Customer’s obligation to pay all Fees that may have become due before such expiration or entitle Customer to any refund; (iii) each party shall promptly return to the other party all copies, whether in written, electronic, or other form or media, of the other party’s Confidential Information received under the Expired or Terminated Document, or destroy all such copies; (iv) if Customer requests in writing within 30 days after the expiration or termination of the Expired or Terminated Document, Company shall, within 30 days after such request, deliver to Customer the most recent version of Customer Data in a commercially reasonable format maintained by Company, provided that Customer has paid all Fees and reimbursable expenses then outstanding and any amounts payable after

or as a result of such expiration or termination; and (v) Customer shall erase all copies of Software on Customer's computers, return at Customer's expense all Leased Hardware and return at its expense or destroy all copies of the Documentation in Customer's possession or control provided under such Expired or Terminated Document.

9. **Restrictions.** Customer shall not, and shall not permit any other person to, access or use the SaaS, Software, Hardware or Documentation except as expressly permitted by this Agreement and applicable law. Without limiting the foregoing, Customer shall not, except as this Agreement expressly permits, (i) copy, modify or create derivative works of the SaaS, Software, Hardware or Documentation; *provided, that* Customer may make a single copy of Software solely for backup, training disaster recovery or testing purposes; (ii) merge the SaaS or Software with other software or services; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Source Code of the SaaS or Software, in whole or in part; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any SaaS, Software, Hardware or Documentation to any direct competitor or any person except as expressly permitted hereunder; (v) remove, delete, alter, or obscure any copyright or other notices included in the SaaS, Software, Hardware or Documentation; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SaaS, Software or Hardware; or (vii) otherwise access or use the SaaS, Software, Hardware or Documentation beyond the scope of the authorization granted hereunder or in a manner that does not comply with applicable law including, but not limited to, any requirement for consent or applicable export and import control laws. Customer is responsible for all uses of the SaaS, Software, Hardware and Documentation resulting from access provided by Customer, directly or indirectly, including but not limited to the acts and omissions of Authorized Users. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this Agreement, Customer will, and will cause Authorized Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity.
10. **Cooperation.** Customer shall (i) maintain and operate Customer's information technology infrastructure in good repair, including computers, software, databases, electronic systems, connectivity and networks on or through which the SaaS, Software or Hardware are accessed or used ("**Customer Systems**"), (ii) provide Company personnel with timely access, both physical and virtual, to Customer's premises, Customer Systems and other relevant information, documentation and staff as reasonably necessary for Company to perform the Professional Services and Support Services and (iii) provide other timely cooperation and assistance as Company may reasonably request to enable Company to exercise its rights and perform its duties under this Agreement. Company is not responsible for any delay or failure of performance caused in whole or part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**"). Any dates or time periods relevant to performance by Company will be equitably extended to account for any delays, and Customer shall reimburse Company for its reasonable costs, resulting from any Customer Failure. Additional assumptions and dependencies, if any, will be set forth in SOWs, which may include SOWs for Professional Services necessary to implement SaaS, Software or Hardware.
11. **Updates.** Company reserves the right, in its sole discretion, to make any changes to the SaaS or Software as and when developed for general release, including adding or removing features to maintain or enhance them or to comply with applicable law; *provided, that* no such change will materially degrade the functionality of the SaaS or Software ("**Updates**"). Company will use commercially reasonable efforts to notify Customer within a reasonable time prior to any Update in Software and make available Documentation adequate to inform Customer of the material problems resolved and any material operational differences resulting from it. Company may implement Updates for SaaS on an ongoing basis. Company will provide Updates to Software which, unless otherwise agreed by the parties, Customer will be solely responsible for installing in accordance with the Documentation. Company will provide the Support Services only for the most current release and the one immediately preceding major release of any Software. Updates do not include any release, option or future product that Company licenses, sells or makes available separately. Notwithstanding anything to the contrary in the Agreement, Company may cease providing any SaaS, Software or Hardware, or Support Services for them, upon at least ~~12~~36 months advance notice to Customer.

12. **Third Party Products and Services.**

12.1. **Fees.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties engaged by Customer in connection with the access to, or use of, the SaaS, Software or Hardware ("**Third Party Vendors**") to deliver products or services integrated into, accessing data in, receiving data from, or providing data to, the SaaS, Software or Hardware ("**Third Party Products and Services**").

12.2. **Reserved.**

12.3. **Provided Through Company.** As further provided in this Agreement, (i) Third Party Products and Services may be provided through Company, (ii) no warranties are made by Company with respect to such Third Party Products and Services, (iii) Company disclaims all liability for such Third Party Products and Services, (iv) Support Services do not cover Third Party Products and Services; and (v) support and maintenance fees, and other terms and conditions, for Third Party Products and Services are established by Third Party Vendors.

13. **Security.** Company will implement administrative, physical and technical safeguards reasonably designed to protect information that Customer provides or for which Customer provides access to Company, or information that Company creates or obtains on behalf of Customer, in accordance with this Agreement that (i) directly or indirectly identifies an individual including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers ("**Personal Information**") from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage and otherwise will comply with applicable law, in its creation, collection, receipt, access, use, storage, disposal and disclosure of Personal Information in accordance with applicable law relating to privacy and security. If, in the course of its performance under this Agreement, Company has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit or other payment cardholder information on Customer's behalf, Company will comply with the Payment Card Industry Data Security Standard ("**PCI DSS**") requirements, including remaining aware at all times of material changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Company's sole cost and expense.

14. **Backup.** Company shall conduct or have conducted nightly backups of Customer Data in the SaaS and store such backup Customer Data in a commercially reasonable location and manner. On written notice from Customer no more than once annually, Company shall provide Customer with a copy of such Customer Data in a commercially reasonable format maintained by Company. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the SaaS, Company will use commercially reasonable efforts to restore

the Customer Data from Company's then most current backup of such Customer Data.

15. **Audits.** Each party agrees to maintain complete and accurate records during the Term and for a period of six months thereafter with respect to matters necessary for accurately determining amounts due hereunder. Upon one party's request, the other party shall subject to Government security requirements make such records available during normal business hours for audit by the requesting party or its independent accountant; *provided, that* the requesting party shall: (i) provide the other party with at least seven days prior written notice of such audit; (ii) undertake an audit no more than once per calendar year; and (iii) conduct or cause to be conducted such audit in a manner designed to minimize disruption of other party's normal operations. If such audit reveals an underpayment of fees, Customer promptly shall pay the amounts underpaid. If such audit reveals an overpayment of fees, Company promptly shall refund the amounts overpaid.

16. **Miscellaneous.**

- 16.1. **Resale.** Company represents and warrants it is a subsidiary of GTY Technology Holdings Inc. ("**GTY**") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY.

- 16.2. **Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

- 16.3. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties as set forth below (or to such other address that may be designated by the party giving Notice in accordance with this section):

If to Customer:	[CUSTOMER NAME]	If to Company:	[BUSINESS UNIT NAME]
	[PHYSICAL ADDRESS]		[PHYSICAL ADDRESS]
	Email: [EMAIL ADDRESS]		Email: [EMAIL ADDRESS]
	Attention: [TITLE]		Attention: [TITLE]

All Notices must be delivered by personal delivery, nationally recognized courier (with all fees pre-paid), or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notice is effective upon receipt by the receiving party.

- 16.4. **Publicity.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; *provided, however*, that Company may, with Customer's consent, include Customer's name and other indicia in its lists of Company's current or former customers of Company in promotional and marketing materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

- 16.5. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. Company may from time to time in its discretion engage third parties and any facilities used for provision of SaaS may be owned or operated by Company, or a Company affiliate or a third party, or any combination of such facilities, as determined by Company (each, a "**Subcontractor**"); *provided, that* Company will be remain responsible and liable for the actions or omissions of any Subcontractor in such performance.

- 16.6. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 16.7. **Force Majeure.** Excusable delays shall be governed by FAR 552.212-4(f).
- 16.8. **Law and Venue.** This Agreement is governed by and construed in accordance with the State laws of Texas.
- 16.9. **Execution.** This Agreement and any Order or SOW may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement or any Order or SOW delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.

Exhibit A

RESERVED

Exhibit B

RESERVED

Exhibit C

SaaS SERVICE LEVEL EXHIBIT

THIS SaaS SERVICE LEVEL EXHIBIT is part of the Technology Transformation Agreement to which it is attached.

1. **SaaS Service Levels.** Subject to the terms and conditions of the Agreement, Company will use commercially reasonable efforts to make the SaaS available at least 99.72% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability because of any Exception described below (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Services to meet the Availability Requirement. "**Available**" means the SaaS is available for access and use by Customer and its Authorized Users over the internet and is operating in accordance with the Documentation in all material respects. The SaaS is not considered Available in the event of a material performance degradation or inoperability of the SaaS.
2. **Exceptions to Availability.** Company will use commercially reasonable efforts to: (i) schedule downtime for routine maintenance of the SaaS between the hours of 7:00 p.m. and 12:00am a.m., PST Time; (ii) give Customer at least 24 hours prior notice of such downtime; and (iii) schedule such downtime to occur no more than once every three weeks and for no longer than 5 hours each week ("**Scheduled Downtime**"). No period of SaaS degradation or inoperability will be included in calculating Availability to the extent it is caused by any of the following ("**Exceptions**"): (a) Scheduled Downtime; (b) act or omission by Customer or any Authorized User or access to or use of the SaaS by Customer or any Authorized User, or using Customer's or an Authorized User's access credentials, that does not comply with the Agreement and the Documentation; (c) Customer Failure; (d) Customer's or its Authorized User's internet connectivity; (e) Force Majeure Event; (f) failure, interruption, outage, or other problem with any software, hardware, system, network, facility or other item not provided by Company pursuant to this Agreement; (g) disabling, suspension or termination of the SaaS pursuant to Section 2.3 (Late Payments) of the Agreement; or (h) emergency maintenance, when a critical system update must be applied quickly to avoid significant downtime (including, without limitation, hardware patches that address server vulnerabilities or a critical software update).
3. **SaaS Service Credits.** In the event of a Service Level Failure, Company shall issue a credit to Customer in the amount of 10% of the monthly Fees for the SaaS due for the Service Period in which the Service Level Failure occurred (each a "**Service Credit**"); *provided, that* payment of Fees by Customer under the Agreement is not past due and Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Service Level Failure occurred, (ii) includes in such request the nature of, and date and time of such Service Level Failure, (iii) such Service Level Failure is verified by Company. Any Service Credit will be applied to an invoice for the SaaS applicable to the next Renewal Term. This SaaS Service Level Exhibit sets forth Company's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

Exhibit D

SUPPORT SERVICE LEVEL EXHIBIT

THIS SUPPORT SERVICE LEVEL EXHIBIT is part of the Technology Transformation Agreement to which it is attached.

1. **Report.** Customer shall promptly report any reproducible failure of the SaaS, Software or Hardware to perform in substantial conformity with the Documentation (an “**Error**”) to [WEBSITE AND PHONE NUMBER] and provide Company with reasonable detail of the nature and circumstances of the Error (“**Report**”).
2. **Response.** Company shall use commercially reasonable efforts to provide an initial communication to Customer regarding a Report (“**Response**”) within the following times for the following types of Errors:

TYPE	DEFINITION	RESPONSE
Critical	Causes the SaaS, Software or Hardware not to operate and has a critical impact on Customer’s business operations.	Within [NUMBER] hours of Company’s receipt of Report, 24 hours a day, seven days a week
High	Results in a lack of SaaS, Software or Hardware functionality and materially degrades significant aspects of Customer’s business operations.	Within [NUMBER] hours of Company’s receipt of Report, 24 hours a day, seven days a week
Normal	Impairs the performance of the SaaS, Software or Hardware but does not substantially affect Customer’s business operations.	Within [NUMBER] hours between [INSERT COMPANY’S NORMAL BUSINESS HOURS] (“ Business Hours ”) of Company’s receipt of Report
Low	Routine request for assistance or information.	Within [NUMBER] hours during Business Hours of Company’s receipt of Report

3. **Resolution.** Company shall use commercially reasonable efforts to resolve each Error through modification, workaround or other means.
4. **Exceptions.** Company has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following: (i) SaaS, Software or Hardware, or the media on which Software is provided, is modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the SaaS, Software or Hardware other than as specified in the Documentation, including any incorporation in the SaaS or Software of, or combination, operation or use of the SaaS or Software in or with, any technology or service not specified for Customer’s use in the Documentation, unless otherwise expressly permitted in writing by Company; (iii) any materials or information, in any form or medium, that are not proprietary to Company, including any third party materials or information; (iv) any negligence, abuse, misapplication, or misuse of the SaaS, Software Hardware other than by Company employees, agents or independent contractors (“**Company Personnel**”), including any Customer use of the Software other than as specified in the Documentation, or expressly authorized in writing by Company; (v) any Customer Failure, including Customer’s failure to promptly install any Update that Company has previously made available to Customer, failure to use the current version of the Software or inadequate training not caused by the Professional Services ; (vi) the operation of, or access to, a third party’s system or network; (vii) any relocation, installation or integration of the SaaS, Software or Hardware other than by Company personnel; (viii) any beta software or software as a service, software or software as a service that Company makes available for testing, training or demonstration purposes, temporary software or software as a service modules or software or software as a service for which Company does not receive a fee; (ix) any breach of or noncompliance with any material provision of this Agreement by Customer or any of its Representatives; or (x) any Force Majeure Event (including abnormal physical or electrical stress).
5. **Discontinuance and Reinstatement.** If Customer elects to discontinue Support Services at any time or Company discontinues Support Services because of Customer's failure to pay Support Services Fees, then Customer will cease to have any right to Support Services. If Customer subsequently desires to reinstate such Support Services and receive the applicable Updates, then Customer must pay any past due Support Services Fees and a reinstatement fee negotiated by the parties.

Exhibit E

HARDWARE EXHIBIT

1. **Reserved.**

Euna Security Policy

2024

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Security at Euna

At Euna, we *move mountains to help others win*. Our team is committed to securing your data and being transparent about how we do this.



Compliance Certifications and Regulations

NS2 Security Review

SAP Marketplace, SAP PartnerEdge

Delivering enterprise-grade security for everything you do. From secure cloud to supply chains, analysis to end-points and everything in between.



sapns2.com

Americans with Disabilities Act (ADA)

Starting in 2022, we are committed to meeting WCAG 2.0 Level AA in order to better support a wide range of persons with disabilities and meet additional compliance requirements in accordance with ADA and AODA Compliance requirements.



<https://www.ada.gov/>

How does Euna keep you secure?

Our Commitment

Euna has been trusted with over 100 billion dollars in budgeting decisions to date by a range of public sector clients including state, county, school districts and city governments. Our top priority has been ensuring a safe, private, and well performing cloud / SaaS product. This priority remains unchanged while we expand our client base and product functionality now and in the future.

We recognize the sensitive and mission-critical nature inherent in our clients' use of Euna, and have implemented specific technology, policies and practices that govern our infrastructure and activities.

Security is important to Euna and fundamental to your trust in us. We are committed to securing your data and ensuring the availability of our service.

Euna uses industry-standard technologies and service providers to protect your data from unauthorized access. All Euna employees are thoroughly vetted and trained on security best practices.

Commitment	Practices
We protect your data	<p><i>Encrypted data transmission and storage</i></p> <p>Data transmission only occurs over 256-bit TLS 1.2 encrypted connections; Euna servers are configured to switch any unencrypted requests over to an encrypted connection.</p> <p>The data is stored in an encrypted state upon arriving on the servers, databases and backups.</p> <p><i>Multiple redundancies</i></p>

Commitment	Practices
	<p>All data entered into Euna is regularly backed-up to physically external backup systems with multiple redundancies. Documents are retained instantly upon upload; database data in production systems is backed-up every 15 minutes.</p>
<p>We protect your data</p>	<p><i>Robust session management</i> Euna manages user sessions and utilizes a role-based permission system to enforce security.</p> <p><i>Network-based security and monitoring</i> Traffic to Euna's system first passes through a network security layer that inspects the traffic for common attacks, blocking suspected attackers and providing notifications to our technical team.</p> <p><i>User permission checks</i> Each page view and action in Euna checks a user's permissions in order to make sure they are allowed to view / act in the manner attempted.</p> <p><i>User passwords hashed</i> User passwords in Euna are hashed and stored using Bcrypt, an algorithm highly resistant to high-speed brute force attacks. At no time are any passwords stored in plain text in the application. If SSO is used, Euna does not store any of your passwords and instead interfaces with your identity provider of choice over SAML 2.0.</p> <p><i>Physical security practices</i> Our datacenters are chosen to adhere to our requirements. Amazon Web Services (AWS) is used to host Euna services. Their extensive list of physical security controls can be found here.</p> <p>No servers are located in Euna offices. Servers are always located in the same country as the client.</p> <p><i>Strict Network Security</i> All environment networks use security best practices including network isolation, private subnets and least privilege firewalls. IP Whitelist ensures that administrators can only interact with system configuration using a known and approved IP address.</p>
<p>We regularly update our infrastructure</p>	<p>We regularly monitor our technology stack for issued patches/updates, and update our systems accordingly. Minor updates and security patches are applied according to the Euna Vulnerability and Patch Management Policy. Patching timelines follow a risk based approaches as follows:</p> <p>Critical – ASAP High – within 14 days Low and Medium - Monthly</p>

Commitment	Practices
We have fail-over systems in place and tested	In the unlikely but possible event that our systems become unavailable users are shown a page with instructions to contact Support by Email or Phone. Clients are contacted in accordance with our Support & Incident Management Policy.
We provide guaranteed exports of data	Euna does not own the data input into the tool; the organization remains full legal owner of the data, as stipulated in the Contract Terms and Conditions. In that light, Euna provides numerous ways an organization can export their data including mechanisms to download files from the main application and from the reporting tool. Organizations have the guarantee that we will provide a mass data export or SQL Database containing all client data in the event that an organization ceases using Euna (upon request).
We continually monitor system for errors and performance	We continually monitor our application and infrastructure load and performance. In the event of an application error, our technical team is notified automatically (both for server-generated errors and client-generated errors. Logs are monitored and retained to assist with issue recreation and problem resolution.

Security Policy

Euna is committed to protecting our client's data. We adhere to enterprise-class security and only the highest protection, configuration and encryption standards to keep client data secure at all times. We design, develop and maintain our systems and applications following industry standards and best practices from [CISA](#), [NIST](#) and NS2.

Security Training & Awareness

All Euna employees receive security awareness fundamentals training upon hire and annually thereafter. Developers also receive secure coding training to identify and defend against common web threats. Ongoing phishing simulation and training is performed throughout the year.

Data centers

Euna uses a Tier 1 cloud provider to run our operations. Amazon Web Services (AWS) data centers that have been certified for ISO, PCI, SOC, CSA, PIPEDA and more.

Learn more about AWS Security:

[AWS Data Center Certifications](#)

[AWS Data Center Security Controls](#)

Encryption in Transit

All communications between the client and Euna portal and APIs are encrypted using industry standard HTTPS (TLS 1.2 or higher) including well known, industry standard ciphers over public networks. All traffic between the client and Euna is secure during transit.

Encryption at Rest

All database backups, server snapshots, and client data files are encrypted at rest using AES-256 encryption.

Data Residency

Euna stores your data complete in the same country as the client, including backups. We select the closest physical location to our clients whenever possible.

Data Ownership

You own your data and retain all rights, title, and interest in the data you store in Euna.

Backups and redundancy

All client data stored with Euna is replicated and backed up on a regular basis. We also test our backup and recovery processes to ensure that we can recover data in the event of a disaster.

Data Destruction

Euna will keep all client data for the length of the contract. At contract termination or at client request, we will delete client data following established data destruction procedures based off of NIST recommendations.

Disaster Recovery, Scalability & Failover

Euna is fully scalable and will expand as load and demand increases. We also run our services across multiple AWS availability zones for fault tolerance. Disaster recovery, Business Continuity and backup restoration tests are conducted at set intervals.

Web Application Firewall (WAF)

To protect against web-based attacks, Euna uses a managed web application firewall to detect and prevent known attacks against our service.

Monitoring

Euna continuously monitors our application and infrastructure load and performance. In the event of an application error, our technical team is notified automatically (both for server-generated errors and client-generated errors). Logs are processed and stored using a centralized log management system.

Host Security

All Euna servers are configured according to industry best practices including [CIS](#), [NIST](#) and [OWASP](#). Detailed continuous system monitoring is used to detect issues and patches are automatically applied to keep our infrastructure secure. Our administrators use two-factor authentication.

Vulnerability Scanning

Euna services are scanned regularly internally and externally to identify vulnerabilities, configuration gaps and missing patches. This includes scans against our services for the [OWASP Top 10](#) security risks.

Third Party Penetration Testing

Euna performs independent third party penetration tests annually and as required to assess our product, infrastructure and probe our defenses.

Bug Bounty Program & Vulnerability Disclosure

Should a client believe they have found a security concern, they can contact their support team who will engage our internal security team who will look into the matter with urgency.

Information Security Policy

Introduction

Euna has been trusted with over 100 billion dollars of budgeting decisions to date by a range of public sector clients. Our top priority has been ensuring a safe, private, and performant cloud / SaaS product. This priority remains unchanged while we expand our client base and product functionality now and in the future.

We recognize the sensitive and mission-critical nature inherent in our clients' use of Euna and have implemented specific policies and practices that govern our infrastructure and activities.

Security Team

The Euna Security Lead is accountable for creating and enforcing security policies and procedures; monitoring, vulnerability management, and incident detection and response initiatives; and tracking and reducing risk organization-wide.

The Euna security team is responsible for carrying out all security policies and procedures. The team is made up of resources from different parts of the business as necessary.

Security Training

Security Awareness Training

Euna employees and contractors are provided training on the company's security policies and procedures during their first 30 days of employment and annually thereafter. All Euna personnel are then required to acknowledge that they have attended training and understand the security policies of the company.

Secure Coding Training

Euna employees and contractors in developer roles are provided with SDLC / Secure Coding training during their first 30 days of employment and annually thereafter. Software developers are trained in secure coding techniques, including how to avoid common coding vulnerabilities. All such personnel are then required to acknowledge that they have attended and understand secure software development lifecycle (SDLC) training and OWASP Top Ten common coding vulnerabilities.

Acceptable Use Policy

Euna's Acceptable Use Policy covers employee responsibilities and behavior for using Euna systems, including devices, email, internal tools, and social media. Euna employees must acknowledge that they have read and will abide by the Acceptable Use Policy. All of Euna's security policies, including the Acceptable Use Policy, are presented to new employees during onboarding, and all employees are required to sign off that they have read all such policies.

Access Control

Access to Euna systems, client data and third-party accounts owned by Euna will only be granted on a need-to-use basis, as defined by the responsibilities of the position held and the duties of that position. Access is always provisioned following the principle of least-privilege.

Access Requests

Access requests for Euna employees are made by employees and their managers. Requests are to be made to the IT team for managed IT services or the owner of the service for which access is being requested.

Employees will not be granted access unless it is deemed that the access is necessary to complete a necessary business task.

All access grants are scoped to the minimum breadth and duration to complete the relevant business task. Root access will not be granted unless absolutely necessary to perform the job function.

Account Audits

The IT, Security and DevOps teams will conduct quarterly audits of accounts, privileges and password management, and are required to document findings and remediation plans.

Revocation: Role Changes & Termination

- Managers must notify Euna's IT team if an employee has been terminated or changes roles.
- In the case of termination, the former employee's access is required to be revoked within reasonable timelines.
- In the case of a role change, the employee's access should be reviewed and revised within reasonable timelines.
- In some cases, access may be revoked due to a policy violation or incident.

Passwords and Accounts

Account Sharing

By avoiding the sharing of accounts, we achieve a higher level of security and decrease the amount of data that could be exposed when a single account is compromised.

Euna employees are not permitted to share passwords with anyone. Create your own account rather than using a shared account whenever possible.

Password Generation

Euna employees must use passphrases or complex passwords, where possible, for all of their accounts that have access to Euna data.

Complex passwords have a combination of uppercase letters, lowercase letters, numbers, non-alphanumeric “special” characters.

A **passphrase** is a series of words or a sentence that you can remember but would be difficult for someone else to figure out

The below are requirements for passwords:

- User account passwords should be at least 14 characters in length.
- System or service account passwords should be at least 24 characters in length.
- Use of long passphrases are strongly urged to be used for passwords that need to be remembered.

Managing and Storing Passwords

All Euna system and user passwords must be encrypted when stored at rest within an application or database. At no time should passwords be written down on post-it notes or whiteboards. All Euna systems and user passwords must be encrypted during transmission and only sent over secure channels. Under no circumstances should Euna employees share their account passwords with anyone, including other Euna employees.

Password Reuse

The same password should not be used for two or more accounts. When a password is reused, a security breach on one site can compromise the security of your account on another site. For example, in 2012 LinkedIn was hacked and over 6 million passwords were stolen. Many people used the same password for LinkedIn as for other sites. Hackers were then able to try this list of passwords against other sites.

- All generated passwords for Euna users and system accounts must be unique and never used across multiple systems, sites or services.
- Euna employees may not reuse passwords that are or were used elsewhere, e.g. passwords used for personal accounts.

Multi-Factor Authentication

Multi-factor authentication (MFA), also known as two-factor authentication, is an authentication system that involves having both a login/password and a physical device that provides a code. When you log in with such a system you will typically need to log in with your username and password, then provide the current code from your physical device. The physical device can be a dedicated dongle, or a phone using an MFA app such as Google Authenticator, Authy, and 1Password.

MFA is more secure than just username and password alone, because if your password is stolen an attacker can still not log in without the physical device. Euna systems can be configured to require MFA.

Email Security & Phishing

Email is a ubiquitous and valuable communication tool, but care must be taken to ensure that is used in an appropriate and secure manner. Euna strives to ensure that email is used in a way that protects client data.

Data Not Suitable for Email Communication

Not all data is suitable to be included in emails. Care must be taken to avoid sending any such data. Such data types are explained below, including circumstances under which they may or may not be included in email.

Authentication Data

Authentication data is not to be sent via email under any circumstances. Authentication data includes; passwords, SSH keys, API keys, security question responses or any other information that may be used to authenticate against internal or external systems.

Confidential Client Data

Confidential client data may not be included in email communication with third parties without the permission of the client. When communicating with employees of the client company, information may only be disclosed via email that the employee has access to via their Euna credentials, or that is appropriate to their position, unless permission is granted by the client.

Personal Email

Euna employees shall not use Euna email accounts to send or receive personal emails.

Euna employees shall not use personal email accounts to send email on behalf of Euna or relating to Euna business.

Appropriate Email Use

Euna employees will only send emails relating to their role / function. Clients are not to be contacted via email unless appropriate to the employee's role.

Sharing/Forwarding Email

Care should be taken to share or forward emails only as necessary. The same rules that apply to sending email apply to forwarding with regard to client permission and appropriate use.

Phishing

Phishing is the attempt to obtain sensitive information such as usernames, passwords, and credit card numbers, often for malicious reasons, by masquerading as a trustworthy entity. Phishing is one of the most common and effective ways that a company can be attacked. Here are some of the forms that phishing can take:

- Embedding a link in an email that redirects you to an unsecure website that requests sensitive information.
- Installing a Trojan via a malicious email attachment or ad which will allow the intruder to exploit loopholes and obtain sensitive information.
- Spoofing the sender address in an email to appear as a reputable source and requesting sensitive information.
- Attempting to obtain company information over the phone by impersonating a known company vendor or IT department.
- Convince the employee to visit a malicious site in an attempt to infect their browser/computer, steal account credentials or steal company/client data.

Phishing attacks can often be prevented by being suspicious of emails or requests for information that come from untrusted sources, or that are unusual.

Computer and Device Security

Bring Your Own Device (BYOD) Policy

Euna provides employees with devices that conform to our policies. However, Euna employees may, from time to time, access company information using their own devices, including mobile devices. All employee-owned devices **must** conform to Euna security policies and standards if they're used to access Euna data, systems, and/or IT infrastructure.

Computer Locking

One of the simplest ways that Euna's security could be compromised would be for an attacker to walk into a location and take an unattended laptop. If such a laptop were left unlocked, the attacker could gain immediate access to Euna data. A laptop should never be unattended and unlocked.

Removable devices

Media (e.g. USB drives, external hard drives, CD-ROMs) from unknown or untrusted sources are not to be connected to Euna computers. Such devices may contain malicious programs which could compromise security.

There is also a chance that Euna company or client information may be saved to a removable device which may not have adequate protections, e.g. encryption.

Euna employees are not to connect untrusted devices such as USB keys or storage devices to your computer. Should a valid business request require storage of Euna or client data on removable media then the request needs to be approved and sufficient controls be applied (e.g. encryption).

Untrusted Networks

It is possible for a network to intercept all communication between your device and the internet, and this is becoming an increasingly common tactic used by malicious parties to gain sensitive data. Even when using ssl on untrusted networks you are vulnerable to various attacks. For this reason, you should avoid connecting any devices that hold Euna data (e.g. your laptop and phone) to untrusted networks. Your home WiFi, or the office WiFi can be considered trusted but public networks, particularly those with no password, are not trusted.

Personal Use of Euna systems

Euna allows personal use of laptops but please be aware of the sites and services that you use. Websites with pornographic content and torrenting sites often contain malware, access to these sites are expressly prohibited using Euna systems.

You should also be careful with the installation of software and browser extensions. Extensions often request a large range of privileges and, if granted, can track most of what you are doing online, circumvent security controls and even steal your information.

Software Updates

Chrome, Edge and Firefox regularly release updates to their browsers. Please ensure that you install these updates in a timely manner, along with updates to other tools that you may be using. Often these updates include security related fixes that are required to keep you protected from the latest attacks.

Euna employees are expected to apply updates to your computer and browser as they become available and not delay beyond a reasonable amount of time.

Incident Management

Euna's Support and Incident Management Policy describes how Euna determines and responds to incidents. All Euna employees have a responsibility to report incidents in a timely manner.

How to Report a Security Incident

Below are ways to report a **security incident**

- Email help@sherpagov.com
- Contact your direct supervisor

It is important to include as many specifics and details as you can. It is better to overreport than underreport.

Physical Security

Euna's Physical Security Policy describes how staff should permit access to and secure the corporate headquarters.

Physical Office Access

Euna maintains a shared office with GTY Technology Inc and the subsidiary of Questica Inc, referred to as Euna's headquarters or Corporate headquarters. Physical access to Euna's headquarters is restricted using locks for which only Euna employees have keys.

- Euna's office remains locked throughout the entire day.
- Euna's office is an open space concept for collaborative reasons.
- Euna reviews keys to ensure they are accounted for.
- All physical and logical access is revoked upon termination of Euna employees or contractors.

Security Surveillance

Euna corporate headquarters has security cameras at entrances and key locations.

Fire Alarms & Emergency Exits

Fire detectors and emergency exits are installed and located according to applicable laws and regulations.

Visitor and Guest Access

Euna employees may invite visitors to the office for business reasons or during pre-specified times, for social reasons. Euna staff must escort and supervise their visitors at all times and are responsible for the visitor's behavior while they are in the office.

Visitor Sign-In

Euna does not have a public lobby but does have a waiting area outside of the office where visitors can be greeted by their hosts and escorted into the office.

Guest Access to Euna Systems

Occasionally, guests will have a legitimate business need for access to the corporate network. When such need is demonstrated, temporary guest access to company systems is permitted. This access, however, must be severely restricted to only those resources that the guest needs at that time, and disabled when the guest's work is completed.

Guest Wireless Use

Euna's production systems are not accessible directly over wireless channels and connecting to the company guest wireless network should grant no extra privileges or access to company systems.

Unauthorized Visitors

It is the responsibility of all Euna employees who spot an unauthorized visitor to either ask the unauthorized person to leave or to notify their manager.

Contractors and Service Vendors

Contractors, suppliers and service vendors may enter Euna's office to complete their job duties.

Deliveries

Anyone who delivers orders, mail, or packages for employees are to follow instructions located at the office entrance or ring the doorbell for assistance.

Policy Exceptions

Any exception to the policy must be approved by Euna in advance, and if applicable, documented in the Euna Risk Register.

Policy Violations

In the event that a violation of Euna policies occur, Euna will employ disciplinary measures that reflect the severity of the offense up to and including termination of employment.

Some violations may indelibly affect Euna's business in a negative fashion. In this case, punitive measures, including legal action may be pursued.

Acceptable Use Policy

Introduction

Our clients trust us, and they expect us to protect the data and resources they've shared with us. Part of how we'll uphold that trust is through pre-established policies so we don't need to make key decisions in critical moments. Below, we explain the sections of our acceptable use policy: what each protects against, why a client may care, and why we think each is important. We don't mean for the Acceptable Use Policy to intimidate, but we do aim for it to be clear.

General Use and Ownership

This section explains policy around separating work activities from personal activities as much as possible. Understand that the systems you use for work, including a company-provided laptop, have a much lower expectation of privacy than systems you own. You may use your company devices for reasonable personal use, but those devices are not yours because:

- If the company is sued, all its devices are subject to discovery, which means opposing counsel will have access to your data.
- When we troubleshoot our systems, company administrators may have access to your data.
- We may terminate an employee, which may include giving another employee access to the terminated employees' devices and accounts.
- If we are breached, outside investigators will likely inspect all use of an account and/or device, no matter its purpose.

Please limit personal use of company-provided devices as much as possible and remember that corporate devices are not your personal property. Our policies are strict so that we do not have to make judgment calls on a case-by-case basis in high-stress situations.

Overview

Euna's intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to Euna's established culture of openness, trust and integrity. Instead, the team is committed to protecting Euna's employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, cloud-based services, electronic mail, web browsing, and FTP, are the property of Euna. These systems are to be used for business purposes in serving the interests of the company, and of our clients and clients in the course of normal operations.

Effective security is an organizational effort involving the participation and support of every employee and affiliate who deals with Euna information, systems and services. It is the responsibility of every employee to know these guidelines, and to conduct their activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at Euna. These rules are in place to protect the employee and Euna. Inappropriate use exposes Euna to risks including malware, compromise of systems and services, data breaches and legal issues.

Scope

This policy applies to the use of information, electronic and computing devices, and network/remote/cloud-based resources to conduct business or interact with internal networks and business systems, whether owned or leased by Euna, the employee, or a third party.

This policy applies to employees, contractors, consultants, co-ops, and other workers at Euna.

This policy applies to all equipment that is owned or leased by Euna.

Policy

All employees, contractors, consultants, temporary, and other workers are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with policies and standards, and local laws and regulations.

General Use and Ownership

- Proprietary information stored on electronic and computing devices whether owned or leased by Euna, the employee or a third party, remains the sole property of Euna. You must ensure that information is protected in accordance with the Data Protection Policy.
- You have a responsibility to promptly report the theft, loss or unauthorized disclosure of proprietary information.
- You may access, use or share proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.
- Employees are responsible for exercising good judgment regarding the reasonableness of personal use. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their manager.
- For security and system/network maintenance purposes, authorized individuals within Euna may monitor equipment, systems and network traffic at any time.
- Euna reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Security

- All mobile and computing devices that connect to the internal network or access Euna information must comply with the Asset Management Policy.

- Employees must use extreme caution when opening email attachments or clicking on links received from unknown senders, which may contain malware.
- Providing access to another individual, either deliberately or through failure to secure access, is prohibited.
- Employees must use multi-factor authentication to authenticate to corporate accounts whenever available.
- Employees must use a password manager to avoid insecure, reused or shared passwords with accounts.
- Employees must encrypt their devices if asked and must not interfere or otherwise reduce the level of encryption or security on their devices.
- Employees must install OS and application updates onto their devices if asked or prompted. Employees should also be proactive about applying OS and application updates to their devices.
- Employees must use antivirus/anti-malware or other approved security software to protect the integrity and confidentiality of their laptops if asked and must not interfere or otherwise prohibit security software/configuration on their devices.

Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Euna-owned resources.

The lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are prohibited

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by the company.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, copyrighted media and the installation of any copyrighted software for which the end user does not have an active license is strictly prohibited.
- Introduction of malicious programs into the network, servers or services (e.g. malware, viruses, worms, trojan horses, etc.).

- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using a computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server, service or account that the employee is not expressly authorized to access, unless these duties are within the scope of their role.
- Port scanning or security scanning is expressly prohibited unless the Security team is notified in advance.
- Executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is a part of the employee's normal job/duty.
- Circumventing or bypassing security controls of any host, network, service or account.
- Interfering with or denying service to any user other than the employee's host (for example, distributed denial of service (DDoS) attack).
- Providing information about, or lists of, employees to parties outside Euna.

Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company.

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Creating or forwarding "phishing", "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Posting the same or similar non-business-related messages to large numbers of newsgroups or mailing lists (newsgroup spam).
- Use of unsolicited email originating from within Euna networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by or connected via Euna's network.

Policy Exceptions

Any exception to the policy must be approved by Euna in advance, and if applicable, documented in the Euna Risk Register.

Policy Violations

In the event that a violation of this policy occurs, Euna will employ disciplinary measures that reflect the severity of the offense up to and including termination of employment.

Some violations may indelibly affect Euna's business in a negative fashion. In this case, punitive measures, including legal action may be pursued.

Data Protection Policy

Introduction

This policy refers to all Euna data including that which is collected from employees, users, clients, or other parties that provide information to Euna. Euna employees must follow this policy. Contractors, consultants, partners and any other external entities are also covered. Generally, our policy refers to anyone we collaborate with or who acts on our behalf and may need access to Euna data.

Data Protection Policy

As part of our operations, we obtain and process information, some of which can be used to identify individuals (personally identifiable information, or PII).

Our company collects this information in a transparent way and only with the full cooperation and knowledge of interested parties. Once this information is available to us, the following rules apply.

The data will be:

- Accurate and kept up to date
- Collected fairly and for lawful purposes only
- Processed by the company within its legal and ethical boundaries
- Protected against any unauthorized or illegal access by internal and external parties

The data will not be:

- Communicated informally
- Stored for more than the amount of time specified in our Terms of Service, Privacy Policy, client contracts, or other binding agreements
- Downloaded to unapproved devices
- Distributed to any party other than the ones agreed upon by the data's owner (exempting legitimate requests from law enforcement authorities)

In addition to ways of handling the data, Euna has direct obligations towards people to whom the data belongs. Specifically, we must:

- Let people know which of their data is collected
- Inform people about how we'll process their data
- Have provisions in cases of lost, corrupted, or compromised data
- Allow people to request that we modify, erase, reduce, or correct data contained in our databases within legal guidelines specified by company policies or law-enforcement agencies

To exercise data protection, we're committed to:

- Restrict and monitor access to sensitive data
- Develop transparent data collection procedures
- Train employees in online privacy and security measures
- Build secure networks to protect online data from cyberattacks
- Establish procedures for reporting privacy breaches or data misuse
- Establish data protection practices (document shredding, data encryption, frequent backups, access authorization etc.)

Data Classification Policy

In order to effectively secure Euna's data, staff must have a shared vocabulary to describe the data and the corresponding protection it requires. This policy describes how company data may be classified and the levels of protection required for each classification.

This data classification standard and policy applies to all Euna data, both physical and electronic.

All Euna information and all information entrusted to Euna from third parties falls into one of three classifications, in order of increasing sensitivity.

Category	Description	Examples
Public	Public information is not confidential and can be made public without any implications for Euna.	Press releases Public website
Internal	Access to internal information is approved by management and is protected from external access.	Internal memos Design documents Product specifications Correspondences
Confidential	Information collected and used by Euna to operate the business. Euna must uphold the highest possible levels of integrity, confidentiality, and restricted availability for this information.	Legal documents Contractual agreements Employee PII Employee salaries Client operating data Client PII

		<p>Call recordings</p> <p>Risks</p> <p>Euna financial information</p> <p>Anything subject to a confidentiality agreement with a client</p>
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Public

Public data is information that may be disclosed to any person regardless of their affiliation with Euna. The “public” classification is not limited to data that is of public interest or intended to be distributed to the public; the classification applies to any data that does not require any level of protection from disclosure.

While it might be necessary to protect original (source) documents from unauthorized modification, public data may be shared with a broad audience both within and outside Euna, and no steps need be taken to prevent its distribution.

Internal

Internal data is information that is potentially sensitive and should not be shared with the public. Internal data generally should not be disclosed outside of Euna without the permission of Euna management. Unauthorized access has the potential to influence Euna’s operational effectiveness, cause an important Financial loss, provide a significant gain to a competitor, or cause a major drop in client confidence.

Confidential

Confidential data is information that, if made available to unauthorized parties, might adversely affect Euna or its clients. This information is to be protected against unauthorized disclosure or modification and might be limited to executives, HR, and legal parties employed by or under contract with Euna.

This classification also includes client data and data that Euna is required

to keep confidential, either by law or under a confidentiality agreement with non-client third parties, such as vendors. Client data should be used only when necessary for business purposes with the permission of the client.

All confidential data should be used only by pre-authorized parties and should be protected both when it is in use and when it is being stored, processed, or transmitted.

Unauthorized access has the potential to influence Euna's operational effectiveness, violate contractual confidentiality agreements, initiate a security incident, or cause a major drop in employee, client, and industry confidence.

Data Encryption Policy

This policy provides guidance to limit encryption to those algorithms that have received substantial public review and have been proven to work effectively.

Additionally, this policy provides Euna encryption standards and best practices to ensure that Euna consistently follows industry standards for Encryption and Key Management.

This policy and standard applies to all Euna employees, contractors, and third party vendors when sensitive data, such as client data, Euna secrets and PII, are in scope.

Data Encryption

- All sensitive data in transit and at rest must be encrypted using strong, industry-recognized algorithms.
- Euna maintains approved encryption algorithm standards. These internal standards are reviewed and subject to change when significant changes to encryption standards within the security industry change.
- Euna will not engage in "roll-your-own" encryption, algorithms, or practices and will not use "security through obscurity" as a sole control within production infrastructure or applications.
- All Euna-owned wireless networks, including both corporate and guest networks, are to encrypt corporate office data in transit using WPA2-AES encryption.

AWS Data Encryption

Euna uses AWS resources to store and encrypt sensitive data. To keep data encrypted at rest, Euna ensures that all new and existing resources use Amazon server-side encryption. By default, AWS encryption uses AWS-owned or AWS-managed keys stored in KMS or S3.

Amazon server-side encryption uses one of the strongest block ciphers available, 256-bit Advanced Encryption Standard (AES-256), to encrypt Euna data.

Euna engineers are required to ensure that Amazon resources are correctly configured to use AWS server-side encryption in a secure manner following Amazon recommendations.

Data in Transit

- The minimum acceptable TLS standard in use by the company is TLS v1.2.
- All Euna public web properties, applicable infrastructure components and applications using TLS, IPSEC and SSH to facilitate the encryption of data in transit over open, public networks, must have certificates signed by a known, trusted provider.

- Euna servers are to be configured to switch any unencrypted requests over to an encrypted connection.

Data at Rest

All Confidential data as defined by the Data Classification Policy must be encrypted at rest using industry recommended encryption algorithms and best practices.

Encryption Standards

The use of the Advanced Encryption Standard (AES) is strongly recommended for symmetric encryption.

Ciphers in use must meet or exceed the set defined as “AES-compatible” according to the IETF/IRTF Cipher Catalog, or the set defined for use in the United States National Institute of Standards and Technology (NIST) publication FIPS 140-2 , or any superseding documents according to the date of implementation.

Algorithms in use must meet the standards defined for use in NIST publication FIPS 140-2 or any superseding document, according to the date of implementation. The use of the RSA and Elliptic Curve Cryptography (ECC) algorithms is strongly recommended for asymmetric encryption.

Euna Encryption Key Creation & Storage Standards

Encryption Keys generated, stored, and managed by Euna

- Cryptographic keys must be generated and stored in a secure manner that prevents loss, theft, or compromise.
- Transmission of encryption keys must be done using secure communication systems.
- Key generation must be seeded from an industry standard random number generator (RNG). For examples, see NIST Annex C: Approved Random Number Generators for FIPS PUB 140-2.

Internal Data Access Policy

This document details Euna’s internal data access policy for managing employee access to confidential client information. The document serves as an internal guide for Euna staff in managing access to sensitive client data.

The following items comprise the policies and processes that govern Euna employees’ access to confidential client data.

Employee Access Rules

Employees of Euna have specific user accounts for the production systems (i.e. databases and file systems on servers) that comprise the software service. These user accounts have

associated permissions that govern the user's access to confidential client data. Employees are prohibited from sharing account credentials with others.

By default, employees have no access to confidential data; only employees directly related to the activities detailed below ('Acceptable Access') are granted access rights. Such access is granted on a least privilege/need to know basis. In the event of an employee ceasing employment with Euna, his or her user accounts are immediately suspended.

Improper use of an employee user account is grounds for immediate termination of employment and may result in additional legal action (subject to the employment agreement and non-disclosure agreement).

Employee Access Logging

All employee access to confidential data is to be logged.

Access Keys and Passwords

All access keys and passwords are securely stored in a password management system. Only senior technical staff have access to 'root' accounts for production systems.

Acceptable Access of Client Account / Data

All employee access to confidential data is limited to the following activities:

- Helping a client resolve an issue (e.g. answering a support question, troubleshooting a potential bug, checking something by request, etc.);
- Updating a record at a client's request (e.g. changing a user's email address for them, correcting an incorrectly inputted project parameter, etc.);
- Performing system maintenance (e.g. migrating the database to a new schema during a major update, regular data back-ups, etc.);
- Performing system monitoring and usage analysis (routine monitoring of key system components, monitoring of submission flow during a project close, analysis of usage patterns for possible feature improvements, etc.);
- Periodic data aggregation for reports (e.g. providing usage statistics and reports to client);
- Anonymized usage information gathering for product development purposes (e.g. analyzing how users on aggregate use a particular feature);
- Other types of access when explicitly requested by client.

Employees in roles that don't include the above activities do not have access to any systems containing confidential client data.

Exportation of Data

Employees are restricted from exporting the data from the production systems or backup systems, except in the following cases:

- If a local copy of the client's dataset is required for debugging purposes. This exportation must be approved by a senior technical executive in advance, and the local data securely deleted immediately upon task completion;
- Anonymized data to be used in testing and/or development. Prior to use, the data must be purged of all identifying information (user accounts, supplier names, documents, etc.) and is subject to prior review and approval by a senior technical executive.

During server migrations or system backups, the local data must be securely deleted immediately upon task completion.

Employee Non-Disclosure Agreement (NDA)

All Euna employees are bound by an NDA upon hire. Euna's NDA stipulates that client data is confidential and to be treated with the same regard as Euna's own confidential data. No employee is authorized to access any of Euna's systems until (1) the NDA is signed and filed, and (2) after the employee's specified start date.

Contractor Access

Any contractor or consultant employed by Euna is subject to the same policies and restrictions detailed for staff members.

Data Retention Policy

All Euna data is backed up indefinitely. Euna will keep data for as long as it remains necessary for the identified purpose or as required by law, which may extend beyond the termination of client contracts. Euna may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally identifiable data, account recovery, or if required by law. All retained Personal Information will remain subject to the terms the Euna Privacy Policy.

Data Destruction Policy

Euna's Data Destruction Policy describes how client data is deleted in connection with the cancellation or termination of a Euna account.

This policy applies to all data collected by Euna except:

- data that resides in any Euna product or service not covered by this policy
- data that resides in third-party services managed and hosted by third parties, with the exception of the company's infrastructure provider
- data that resides in Euna products or services that are in beta, testing, or an early access program

By default, a client's data is stored for the duration of their contract with Euna. The data may be deleted within one quarter after the contract ends, at the latest, with the exception of data that is

required to establish proof of a right or a contract, which will be stored for the duration provided by enforceable law.

Once deleted, a client's data cannot be restored.

Euna may provide the option for clients to delete data after their subscription ends. This request must be made by the client, and Euna may require additional ID verification.

Types of Sensitive Data

Electronic Documents

Includes all client files uploaded into Euna, and their derivatives (e.g. our intermediate document format). Includes all exported reports and summary files that remain on Euna systems.

Physical Documents

Includes all physical artifacts Electronic Documents that Euna has exported to a physical medium (i.e. paper) for internal purposes.

Electronic Data

Includes all client data stored in Euna's database(s) for the client.

Electronic Back-ups

Includes all back-ups of Electronic Documents and Electronic Data. Euna preserves multiple physically disparate concurrent back-up systems.

Methods of Destruction

Electronic Destruction

All digital assets are securely destroyed with Unix **srm** utility with a minimum of 35 passes. This is consistent with DoD 5220.22-M clearing process.

Physical Destruction

All physical assets destroyed with cross-shredding and using a secure disposal service (NAID certified) for protected removal of the paper.

Authorized Destruction

Data will only be destroyed only in the following authorized cases. All data destruction activities are logged and audited by Euna.

Purging Local Systems

From time to time, sensitive client data is mirrored onto local systems for troubleshooting or maintenance purposes. All sensitive data is destroyed locally immediately upon task completion.

Upon Client Request

When explicitly requested by the client, and authorized by the client's Primary Contact in writing, Euna will destroy the specified data as requested.

After System Migration

If Euna is migrating the client data to a new system / server, all the data on the old system / server is destroyed and the hard drives reformatted as defined by Electronic Destruction.

Existence of Meta-Data

After deletion of client data, meta-data relating to client data may persist. Any such data is anonymized, aggregated and non-identifiable. Euna may use such information to improve performance of the application.

Under no circumstances will such meta-data include personally identifiable information, specific financial information or sensitive data.

Hardware Decommissioning

When production hardware containing client data is decommissioned, data on the hardware is destroyed. This does not imply that all instances of such data is destroyed, only that the instances of data on the hardware is destroyed prior to its disposal.

Euna uses data centers that commit to best practices for data destruction in this scenario – following standards outlined in DoD 5220.22-M, NIST 800-88 or similar for sanitization of data.

Collection of Personal Data

What We Collect

Euna collects a limited set of personal data, as necessary to carry out the application's functions. The personal data collected is minimal and is generally used for the purpose of identifying and/or communicating with users within our system. Personal data may include:

- Name
- Email address
- Phone Number
- Client ID Number

Additionally, information that may identify a person, such as IP addresses and user IDs, may be collected.

Our Privacy Policy gives additional details of the personal data we collect and how it may be processed.

Data Processor and Data Controller

Euna operates both as a data controller and a data processor. In the case where data is collected on behalf of a client organization, Euna assumes the role of data processor, and requests to exercise data rights should be directed to that organization.

Protection of Personal Data

Euna takes the security of all data, including personal data, very seriously. A number of approaches are taken to ensure data is appropriately protected.

Data Protection by Design

Protection of data is an important consideration and included in the design of all Euna systems. Data protection and security is an important part of the entire software development lifecycle.

Data Protection by Default

Euna treats data as private, and consequently implements the appropriate protections, by default. Data is made accessible only with careful consideration.

Testing of Data Protection

Euna regularly tests the integrity of data protection mechanisms, such testing includes code review, testing of new features and bug fixes, as well as general regression and integration testing.

Security policies, including those which may impact the protection of personal data, are reviewed on a regular basis.

Personal Data Management

The GDPR offers several rights to data subjects regarding their personal data. Euna will honor these rights.

The following sections provide detail on some of these rights and how they may be exercised.

Right of Data Access

Data subjects have the right to know if Euna processes any personal data concerning them, where it was collected from and for what purpose, and to whom it may have been disclosed. Upon request, Euna will disclose to a user this information.

Additionally, a data subject may request a copy of this data. Euna will provide this on request.

Right of Rectification

Data subjects have the right to the correction of inaccurate personal data concerning them. Euna will provide this rectification without undue delay upon request.

Right to be Forgotten

Data subjects have the right to have their personal data erased where there is no legal obligation for Euna to retain it. Euna will honor these requests.

Exercising Rights

Requests to exercise rights under the GDPR may be directed to help@Eunagov.com. Please note that Euna is required by the GDPR to gain proof of identity from the data subject before giving effect to these rights. Euna will comply with requests within 30 days.

Personal Data Breach Notification

In the event of a personal data breach, Euna will disclose details of the breach to those affected in a manner that is appropriate to the nature of the breach. Please refer to our Support and Incident Management Policy and Data Processing Agreement for details.

Backup Policy

This document provides an overview on Euna's policies and processes regarding the backup of data. All original (non-derived) client data on infrastructure operated by Euna should be backed up.

Data Types

Database

Databases are backed up via two mechanisms; the first is database transaction log backups that occur every 15-30 minutes, the second is a nightly full backup of the database. This method allows recovery to a point in time no more than 14 or 29 minutes from the point of corruption.

Documents and Files

Upon upload, all documents and files are immediately placed in multiple redundancy storage.

Backup Frequency

The frequency of data backup depends on the data type.

Data Type	Frequency	Retention
Database – transaction log	15 minutes	Rolling 25 hour period
Database – full backup	Nightly	Rolling – keep last dump for each frequency Daily: 30 days Monthly: 12 months Annually: 10 years
Documents and Files	Continuous	Permanent

Redundancy

All backup data is stored in a separate location from its source. Backup data is stored in a geographically redundant nature, meaning that multiple copies of the backup data are stored in distinct locations to safeguard against storage failure including facility wide failure.

Testing

Backups and restoration mechanisms are periodically tested on multiple sites by the project teams.

Endpoint Backups

Euna does not maintain backups of employee endpoints (laptops or computers). Key tools, documents, and work products are expected to be stored on approved cloud services and shared drives so that creating and maintaining backups of employee endpoints is not necessary.

Policy Exceptions

Any exception to the Data Protection Policy must be approved by the CTO in advance and placed on a risk register for monitoring and periodic review.

Operational Controls Policy

Introduction

Internal operational controls are essential to maintain system confidentiality, integrity and availability. Euna strives to ensure commercially reasonable methods to configure our service offering to maintain SLA uptime requirements, and security objectives.

Risk Management Program

In an environment of significant change, it is essential that Euna recognizes the importance of assuming a reasonable level of risk if it is to fulfill its vision, mission, and strategic priorities. In order to grow and continue to be a best-in-class product, Euna needs to push forward which often involves taking risks. Not all risk can be transferred to third parties through insurance policies, contracts or waivers, as such the management of residual risk at all levels of the organization is imperative.

Euna is committed to building increased awareness and a shared responsibility for risk management at all levels of the organization. This policy is intended to assist in decision making processes, support the acceptance of risk, and improve the management of existing uncertainty and the approach to new opportunities.

Definition of Risk

Euna defines risk as the possibility that an uncertain event, action or set of circumstances which, if to occur, would have a material adverse effect.

Risk Principles

Euna is proactive in its approach to risk management, balances the cost of managing risk with anticipated benefits, and undertakes contingency planning in the event that critical risks are realized.

Euna has the primary duty to ensure the Security, Availability, and Confidentiality of critical systems and client data. A duty to ensure a secure, available infrastructure requires Euna to identify and manage risks.

Euna believes that effective risk management involves:

1. A commitment to the Security, Availability, and Confidentiality of Euna infrastructure and services from senior management;
2. The involvement, cooperation and insight of all Euna staff;
3. A commitment to initiating risk assessments, starting with discovery and identification of risks;
4. A commitment to the thorough analysis of identified risks;
5. A commitment to a strategy for treatment of identified risks;
6. A commitment to communicate all identified risks to the company;

7. A commitment to encourage the reporting of risks and threat vectors from all Euna staff.

Euna believes that the following events can trigger a risk assessment to occur:

- A significant and major change to existing infrastructure, product or business practices;
- A significant amount of time (e.g. a year) having passed since the last risk assessment.

Risk assessments can be as high level or detailed to a specific organizational or technical change as Euna stakeholders and teams see fit. Risk assessments can be conducted by unbiased and qualified parties such as security consultancies or qualified internal staff.

Risk Analysis at Euna

Euna performs its risk analysis following qualitative risk analysis principals.

Scope

This Risk Management program and policy applies to all systems and data that makes up the Euna system, owned by Euna or its clients, or operated on behalf of the organization.

Risk assessments should evaluate infrastructure such as computer infrastructure containing networks, instances, databases, systems, storage, and services.

Euna risk assessments will also include an analysis of business practices, procedures, and physical office spaces as needed.

Risk assessments for vendors are covered under Euna's Vendor Management Program, which includes a risk assessment targeted at a vendor's security and business practices.

Components of Risk Management

Threat

A potential incident or activity which may be deliberate, accidental, or caused by nature which may cause physical harm to a person or financial harm to an organization.

Likelihood

Likelihood is a qualitative description of probability or frequency. The likelihood of occurrence is a weighted risk factor based on an analysis of the probability that a given threat is capable of exploiting a given vulnerability (or set of vulnerabilities). The likelihood risk factor combines an estimate of the likelihood that the threat event will be initiated with an estimate of the likelihood of impact (i.e., the likelihood that the threat event results in adverse impacts).

Consequence

Consequence is the outcome of an event and is a loss, disadvantage, or gain. There are a range of possible outcomes associated with an event. Consequence and impact are used

interchangeably. The level of impact from a threat event is the magnitude of harm that can be expected to result from the consequences of unauthorized disclosure of information, unauthorized modification of information, unauthorized destruction of information, or loss of information or information system availability.

Risk Assessment

A risk assessment is the process of evaluating and comparing a level of risk against predetermined acceptable levels of risk. It is an examination of all possible risks along with implemented and non-implemented solutions to reduce, eliminate, or manage the risks.

Risk Management

Risk management is the application of a management program that addresses organizational and technical risk. This management program includes identification, analysis, treatment, and monitoring.

Risk Owner

A risk owner is the person responsible for managing an individual risk. The risk owner is typically the person directly responsible for the strategy, activity, or function that relates to that risk.

Risk Assessment & Management Policy

This risk assessment policy specifies how and when risk assessments will be done and who will be responsible for conducting risk assessments and implementing solutions to address any findings.

It is the responsibility of all Euna staff to identify, analyze, evaluate, monitor, and communicate risks associated with any activity, technology, function, or process within their relevant scope of responsibility and authority. Staff identifying potential risks or vulnerabilities are to report them to Euna's Security Team.

Overall, the execution, development, and implementation of risk assessments and remediation programs is the joint responsibility of Euna's Security Team and the department or individuals responsible for the surface area being assessed. All staff are expected to cooperate fully with any risk assessment being conducted on systems and procedures for which they are responsible. Staff are further expected to work with the risk assessment project lead in the development of a remediation plan for each risk assessment performed.

- Euna performs at least one assessment yearly using qualified internal staff or external vendors/contractors who have experience performing risk or technical security assessments.
- A risk assessment should be performed on critical systems and applications no less than every two years.
- Risk assessments may be used to assess all risks to the organization.

- All staff involved with a risk assessment must fully cooperate with the risk assessment project lead in conducting the assessment and developing a remediation strategy.
- Any staff members or external consultants who perform any Euna risk assessments are required to be familiar with computer technology and computer security in particular.
- Risk assessment deliverables include an assessment report with a risk reduction action plan to manage or mitigate any unacceptable risks. The action plan may be included with the report, or separately. The action plan will be a plan for implementing additional controls and solutions to mitigate or manage the risk.
- The risk assessment process and methodology used will be updated as required due to scope of the assessment, or results of audits and incidents.
- All identified vulnerabilities will be assessed for impact and criticality. Vulnerabilities must be remediated as soon as possible as set by the Euna Vulnerability and Patch Management Program.

Risk Assessment Process

Euna risk assessment methodology may be based on [*NIST Special Publication 800-30 Revision 1 - Guide for Conducting Risk Assessments*](#).

- Euna Management defines the scope of risk assessment and creates the risk assessment team with a point person to guide the process.
- If risk assessment procedures are not defined, the team should define them. The proper time and method of communicating the selected risk treatment options to the affected IT and business management should be included.
- Evaluate the system - Determine if the system is critical to the organization's business processes and determine the data classification and security needs of the data on the system according to the Euna Data Classification Policy, considering Security, Availability and Confidentiality needs.
- List the threats - List possible threat sources such as an exploitation of a vulnerability.
- Identify vulnerabilities.
- Evaluate potential security controls already in place to assess if they adequately address the risk.
- Identify probability of exploitation. Additional security controls may need to be in place before the probability of exploitation is lowered.
- Quantify damage (impact) - Categorize the damage and possibly place a dollar amount on the damage where possible. This will help when looking at the cost of controls to reduce the risk.
- Determine risk level - Use likelihood times impact to quantify the amount of risk.
- Evaluate and recommend possible controls to reduce or eliminate risk - Identify existing controls and those that may further reduce probabilities or mitigate

specific vulnerabilities. List specific threats and vulnerabilities for the system to help identify mitigating controls.

- Create the assessment report.
- Communicate the selected risk treatment options to the affected IT and business management and staff.
- Take recommended risk mitigation actions.
- Monitor the effectiveness of the risk mitigation actions.

Risk Mitigation and Acceptance Standards

Options for mitigating risk shall include the following possibilities:

- Reducing the chance of an occurrence of an event
- Reducing the damage due to occurrence
- Avoiding the risk
- Transferring the risk by taking an action such as purchasing insurance
- Accept the risk

Some guidelines and standards applicable to Euna

- Costs of implementing each control are considered and compared to the benefits of implementing each control.
- Cost and benefit analysis is done to evaluate proposed controls versus risks. When the controls are evaluated, the benefits, costs, and cost savings of applying the controls both individually and in combination should be determined. Performance measures for determining the effectiveness of the new controls are created.
- Risks shall be ranked, and controls are selected, and a plan created to implement the controls. Responsibilities for implementing the controls are determined and communicated. Budgeting and schedules are set and the expected outcomes from mitigating the risks with the controls are documented. Residual risk after full implementation is considered.
- Decisions regarding residual risk are made. Specifically, whether to accept the risk, transfer the risk, or take other action, including adding additional controls.
- Safeguard options (e.g. insurance) for addressing high risk scenarios must be considered and utilized appropriately while the extent of risk reduction and benefits are considered. Cost and benefit analysis is done to evaluate safeguard options.
- If the cost of safeguard options or recommended risk controls is greater than the available budget, the options and controls are prioritized to reduce as much risk as possible within the budget.
- When the risk assessment report is completed, results shall be communicated to the affected IT and business management and staff.

Responsibilities for Risk Management

The Security Team is accountable for the Euna risk management program, communicating detected risks and remediation steps needed to the appropriate staff for resolution. Those staff members are then responsible for resolving the detected risks in a timely manner, guided by the severity of the detected risk.

Every staff member at Euna is responsible for identification of potential risks and to report them to their leadership.

Managers and Executives are responsible for the development of risk mitigation plans and the implementation of risk reduction strategies. Risk management processes should be integrated with planning processes and management activities.

Vendor Management Policy

Euna relies on vendors to perform a range of services, some of which are critical for operations.

Euna aims to manage its relationship with vendors and minimize the risk associated with engaging third parties to perform services. This policy provides a framework for managing the lifecycle of vendor relationships.

Vendor Risk Assessments

For each potential vendor, an initial risk analysis, assigning the vendor a “low,” “medium,” or “high” rating is conducted based on the highest risk level attributable to the contract.

	Low	Medium	High
Business impact	Nominal impact, could get along without it. Does not connect to any piece of Euna service infrastructure.	Significant but non-critical business impact	Mission critical
Client facing?	No	Indirect	Direct
Access to client data	No access	Access to often public but personally identifiable information (e.g. email addresses)	Access to non-public personally identifiable information (e.g. email content)

The rating indicates the level of due diligence Euna requires for each vendor:

- **Low-risk** vendors typically require little analysis

- **Medium-risk** vendors should be evaluated to determine the appropriate level of due diligence required
- **High-risk** vendors require extensive review

Vendor Assessment Process

Vendor assessments should be conducted before doing business with a new vendor and revisited when the relationship with the vendor changes significantly, including contract renewals.

An assessment of the proposed vendor is initiated when a Vendor Sponsor (anyone at Euna looking to do business with a vendor) submits a request to add a new vendor or renew a vendor contract.

The Vendor Sponsor must sign a mutual Non-Disclosure Agreement (mNDA) with the proposed vendor if internal Euna details will be discussed such as:

- discloses Euna information to determine company/vendor fit
- purchase contract does not include an implied non-disclosure agreement, but Euna internal information will be disclosed to the vendor.

When a mNDA is required, the proposed vendor should sign the mNDA before the Vendor Sponsor.

The Vendor Sponsor should then submit the mNDA (if applicable), and vendor assessment questionnaire (VAQ) responses, and other relevant collateral to the Finance and Security teams for review.

The Finance and Security teams will complete the review and communicate next steps to the Vendor Sponsor. All reviews should be documented and, if applicable, risks entered into the risk register.

Vendor Assessment Due Diligence

Due diligence entails making a reasonable inquiry into a vendor's ability to meet the requirements for the proposed service. Euna may send the proposed vendor a Vendor Assessment Questionnaire (VAQ) to gather important information about the service. Once the VAQ is completed, the Security and Finance teams review the responses and either clears the vendor, rejects the vendor, or requests further information.

A due diligence review might include further discussions regarding the following topics:

- **Regulatory:** Can the vendor create regulatory risk for Euna?
- **Reputation:** How might the vendor impact Euna's reputation?
- **Financial:** Can the vendor impact Euna or its clients financially?
- **Access to client data:** To what extent will the vendor handle sensitive Euna data?

- **Operational effectiveness:** How might Euna be affected if the vendor experienced downtime? If the vendor ceased operations suddenly? Are there other potential vendors that Euna could work with in such cases?
- **Compensating controls:** Does the vendor offer multi-factor authentication on its service? Data encryption? Security monitoring? Other security controls.

Vendor Compliance Considerations

If the vendor has a SOC 2, ISO 27001/2, or other relevant collateral, it should be collected, reviewed by the Security Team, and documented.

Managing Vendors

Vendor Supervision

Each vendor will be assigned a Vendor Sponsor/Owner who will act as a liaison between the vendor and Euna.

Vendor List

The Finance and IT teams maintain a complete list of all vendors (freemium and paid) along with the Euna employee who is the Vendor Sponsor/Owner assigned for the Vendor/Tool

Data Center Supplier Requirements

Euna's minimum requirements for use of third-party data centers in the delivery of its software and services. This serves as (1) an internal guide for Euna staff in choosing appropriate data center suppliers, and (2) an assurance to Euna's clients and partners that appropriate data center suppliers are utilized in the delivery of its software.

Minimum Requirements

The following requirements are the Minimum Performance Levels (MPLs) acceptable for a datacenter to be approved for use in Euna's product delivery:

Connectivity Requirements	MPL
Connectivity – Bandwidth Provider	'Tier 1' bandwidth provider connection (also known as 'transit-free network' connection)
Connectivity – Server Incoming Bandwidth	100 Mbps incoming connection
Connectivity – Server Outgoing Bandwidth	100 Mbps outgoing connection
Connectivity – Availability	99.9% up-time guarantee
Connectivity – Scheduled Maintenance Notice	48 hours notice

Security & Data Integrity Requirements	MPL
Security – Security Monitor	Network-based, OS integrity checks, intrusion detection.
Security – Physical Access to Servers	Restricted to authorized personnel only. Physical security system in place to prevent unauthorized physical access.
Data Integrity – Access By Data Center Staff	Prohibited except with explicit permission
Data Integrity – Data Access Logs	Log all data center staff access to server
Data Integrity – Information Sharing	Information sharing with third parties is strictly prohibited.

Hardware Requirements	MPL
Hardware – Power Supply	2x redundant power supply to server. Backup power system capable of providing five (5) days uninterrupted power to the server.
Hardware – Parts Replacement	Faulty or defective parts of server replaced within defined service windows or pre-emptively as part of scheduled maintenance.

Support Requirements	MPL
Support – Active Monitoring	24 / 7 monitoring by on-site technicians year- round
Support – Phone & Email Availability	24 / 7 phone support, year-round 24 / 7 email support, year-round
Support – Minimum Response Time (Level 1 Issue*)	1 hour or less
Support – Minimum Response Time (non-Level 1 Issue*)	12 hours or less

* Level 1 in this context refers to total server unavailability or faulty components.

Additional Requirements

In addition to the above, Euna's choice of data center suppliers may also be subject to the following conditions / restrictions:

Additional Requirements	MPL
Location of Data Center	Data centers must be located in specific regions (e.g. Northwest, Ohio, N Virginia, etc.).
Server Specifications	Data centers must offer servers with suitable technical specifications for a

	particular deployment (e.g. RAM, CPU speed, etc.).
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Data Redundancy and Fault Tolerance

The purpose of this document is to Euna's approach to ensuring the availability and integrity of its systems. This is achieved both through fault tolerance (the ability of the system to continue to operate in the presence of various issues) and redundancy (having duplication of critical components).

Load Balancing

Euna application servers run through a load balancer. Depending on the configuration, this means that requests made to the application are sent to a service that distributes the requests between multiple redundant servers. The load balancing service continuously runs health checks against these servers and will stop directing requests to any server that is deemed unhealthy. In the event of server failure, requests are simply routed to the remaining health servers.

The load balancing service itself is robust, automatically scaling and highly fault tolerant.

Database

Database Backups

Please refer to the Backup Policy for details of how Euna ensures additional redundancy via database backups.

Document Storage

Euna uses a document storage service that is both redundant and fault tolerant, including geographically distinct storage. Data integrity is regularly checked, and any corrupt data is repaired using redundant data.

Malware Protection

Euna uses anti-malware protection (WebRoot) to scan documents, files, and data transferred to the environment. Virus definitions are updated automatically.

Network

Availability Zones

Euna distributes all of its services across two independent, geographically isolated availability zones, within the data region (West, Ohio, N Virginia).

Subnets

Across the availability zones, two sets of subnets exist; one public (accessible to the internet), and one private (accessible within itself).

Public Subnet

The Public subnet serves as the area to allow for inbound traffic to reach our load balancers.

Private Subnet

The private subnet is used for inter-service communication and management functions.

Security Groups

Security Groups are deployed to provide virtual firewall functionality to control traffic between areas of the environment as well as Ingress and egress traffic restrictions.

Change Management – Code Deployment

Euna's Change Management Policy describes how changes to the Euna system are proposed, reviewed, deployed, and managed. This policy covers all changes made to the Euna system, regardless of their size, scope, or potential impact.

This policy is designed to mitigate the risks of:

- corrupted or destroyed information
- degraded or disrupted computer performance
- productivity losses
- introduction of new vulnerabilities, configuration errors and software bugs in infrastructure and code
- exposure to reputation risk

Version Control

All of our software is version controlled and synced between contributors (developers). Access to the central repository is restricted based on an employee's role.

Using a decentralized version control system allows multiple developers to work simultaneously on features, bug fixes, and new releases; it also allows each developer to work on their own local code branches in a local environment.

All code is written, tested, and saved in a local repository before being synced to the origin repository. Writing code locally decouples the developer from the production version of our code base and insulates us from accidental code changes that could affect our users. In addition, any changes involving the persistence layer (database) are performed locally when developing new code, where errors or bugs can be spotted before the change is deployed to users.

Branching Model

Client Site Branch

The *release/bfmXXX* branch reflects the current state of the application in production on a given client side. Since we are not multi tenant each client receives their own copy of the latest QA branch at the start of a project. Periodic patching occurs at a regular interval during the configuration portion of the project. When production cutoff is nearing, we will freeze the branch for that client giving them a consistent and stable product for the length of their budgeting cycle. Only if there is a critical problem or urgent need will the software be updated. Then during annual maintenance the client can choose to upgrade to the latest QA branch and the cycle repeats.

QA branch

The *release/QA* branch reflects the current state of the application in the gold edition staging environment and is used for Quality Assurance testing.

Development branch

The master branch reflects the development changes delivered most recently for the next release and the state of the application used for local development and testing environments.

Feature branches

Feature branches are used to develop new features for a future release, the specifics of which might not be known when development starts. A given feature branch will exist as long as the feature is in development; the branch will eventually either be merged back into QA to add the new feature to an upcoming release with a pull request, or discarded (if the feature will not be added to an upcoming release).

Feature branches are typically branched from QA and are merged back into QA. Feature branches typically exist both locally in the developer's environment and in the origin.

Security bugs

Euna recognizes that security bugs represent key issues that should be resolved quickly to maintain the security, confidentiality, privacy, processing integrity, and availability of the service. Euna commits to resolving security bugs within reasonable timelines.

Hotfix branches

Hot fix branches are meant for new, unplanned production releases that address the live system being in an undesired state. A hotfix branch is made up of the *release/BFMXXX* client branch with the issue or *release/QA* branch if the issue is widespread. This allows team members on the other branches to continue their work while someone else prepares the bug fix.

When finished, the bug fix needs to be merged back into all branches, so it is deployed to QA and to the clients as needed. The merge should be done through a pull request.

Hotfixes that are merged directly into *release/bfmXXX*, without going through *release/staging*, are exceptions that should be used only when a critical bug in the production system needs to be addressed immediately.

Permission for a hotfix should be obtained from the Product Engineering leadership and should be noted in the pull request.

Change Initiation

To initiate a change, the developer first creates a feature branch which represents a proposed change to the codebase.

Code changes are grouped into diffs, each of which represents a proposed change to the codebase.

Pull Requests

When a developer finishes a feature branch, they make a pull request to merge those changes into QA. This submits the changes for peer review. For all code changes, the reviewer should be different from the author.

Pull requests allow developers to describe the changes they're making; co-workers can review the set of changes in a code review. Pull requests also trigger automated testing and code-quality checks that must be completed and returned successfully before merging is allowed. Testing and approval are logged by the system.

A pull request's details section should be used to note any non-code changes (e.g. environment or database changes) needed before the commits are merged.

Once tests pass and the code is approved, the author can merge the code to the central repository.

Code Reviews, Change Review, and Change Approval

Before the feature branch is merged, a code review should be performed. Code reviews are performed by a second developer (i.e. not the one who wrote the code), who considers questions like:

- Are there any obvious logic errors in the code?
- Are all cases specified in the requirements fully implemented?
- Is there sufficient automated testing for the new code? Do existing automated tests need to be rewritten to account for code changes?
- Does the new code conform to existing style guidelines?
- Are there any egregious security errors as defined by the [OWASP Top 10](#)?
- Does it meet applicable accessibility requirements?

A code review should take place after all code has been written and all logical manual tests have been run and passed, as this ensures the reviewer's time is spent checking what any automation tests might miss.

The reviewer should note all potential issues with the code; it is the responsibility of the author(s) to address those issues or explain why they are not applicable.

Once the review process finishes, the reviewer should accept or reject the pull request. Only when the pull request is accepted will the change be merged into the QA branch.

Merging a Pull Request

Before merging a pull request, the developer should check that all prerequisites have been met, including environment changes or database migrations. Once non-code changes have been implemented, the pull request can be merged.

If the application is deployed through our standard, zero-downtime development process, the developer's job is complete.

If any of these changes necessitate system down-time, the merge should take place within a scheduled and pre-announced window when clients are less likely to be affected.

Deployment

Client systems are monitored on a continuous basis. Should any site be negatively affected by a change, any recent code changes will be rolled back while the problem is researched.

Zero Downtime Deployment

Zero-downtime deployments allow us to make changes without waiting for a change window and allow us to return the application to a previous state easily. Larger annual upgrade processes are scheduled and will normally take place on an annual basis during a natural period of limited use. The highly seasonal nature of budget activities fits nicely with this model.

Vulnerability & Patch Management

Euna's Vulnerability Management policies and procedures describe what systems are in place to monitor for new vulnerabilities, how often vulnerabilities are addressed, and the way in which those vulnerabilities are addressed.

On average, 20-30 new vulnerabilities are released into the wild every day. Euna's internal vulnerability monitoring and external vulnerability scanning are in place to keep up with new threats while validating security controls put in place so that Euna's security posture is maintained.

Vulnerability Management & Patch Policy

Euna performs internal vulnerability scanning and package monitoring on a consistent basis using:

- AWS Inspector
- FOSS Scans
- Open Source Scans
- Burp Scan Reports – Burp Suite Pro
- CWE Reports - Fortify Audit Workbench
- Various security feeds & blogs

Vulnerability Scanning

Euna performs external vulnerability scanning quarterly against the Euna service using 3rd party tools.

Penetration Testing

Full Application and infrastructure penetration testing is conducted on an annual cadence to identify gaps and exposures that could be leveraged by an attacker.

Patch Severity & Timing

Euna defines the severity of a patch via industry-recognized [Common Vulnerability Scoring System \(CVSS\)](#) scores, which all modern scanning and continuous monitoring systems utilize. The CVSS provides a way to capture the characteristics of a vulnerability and produce a numerical score reflecting its severity. The numerical score can then be translated into a qualitative representation (such as low, medium, high, and critical) to help organizations properly assess and prioritize their vulnerability management processes.

All vulnerabilities will be addressed within reasonable timelines as defined by company procedural commitments.

Low Severity - 0.1 - 3.9

Low severity vulnerabilities are likely to have very little impact on the business, perhaps because they require local system access.

Medium Severity - 4.0 - 6.9

Medium severity vulnerabilities usually require the same local network or user privileges to be exploited.

High Severity - 7.0 - 8.9

High severity vulnerabilities are typically difficult to exploit but could result in escalated privileges, significant data loss, and/or downtime.

Critical Severity - 9.0 - 10.0

Critical severity vulnerabilities likely lead to root level compromise of servers, applications, and other infrastructure components.

Patch Installation

Euna uses an automated patch management system that deploys security patches on a regular basis.

Asset Management Policy

This Asset Management Policy is designed to protect clients' data stored on endpoints, including laptops and mobile devices. It details how Euna accounts for endpoint information technology assets (e.g. employee computers) and outlines what should be done if assets are lost, destroyed, or otherwise damaged.

Asset Standards

Any new type of asset (e.g. a new computer model) that will be used for Euna's operations must be reviewed and approved.

Devices should be configured such that there's reasonable confidence they will last 36 months.

Configuration Standards

When Euna purchases the same hardware asset repeatedly, the team should design and implement consistent, secure configuration standards to ensure assets are configured securely and consistently. The standards should be based on the team and role of the Euna employee who will be using the asset.

All devices provided by the company should have included in the baseline configuration:

- Password management software
- Hard disk encryption enabled
- Password-protected screensaver that activates automatically after 15 minutes or less
- Host-based Firewall enabled
- Antivirus/Anti-malware software

Variations to the Configuration Standard

Deviations from the standard configuration should be documented and approved by the Euna IT and Security team. The IT and Security team should only approve deviations for which there's a valid business need. Deviations will be documented in the company's inventory list and, if applicable, the Euna Risk Register.

Bring Your Own Device (BYOD) Policy

Euna provides employees with devices that conform to our policies. However, Euna employees may, from time to time, access company information using their own devices, including mobile devices. All employee-owned devices must conform to Euna security policies and standards if they're used to access Euna data, systems, and/or IT infrastructure.

Software Licensing Guidelines

Euna's Vendor Management Policy details the policies for third-party software and services

Technical Support and Maintenance Practices

The IT team is responsible for technical support and handles employee device maintenance.

Support and maintenance requests should conform to all of Euna's security policies.

Company maintenance policies are:

- If a device breaks in the first 36 months, the employee will be given a loaner device while the original is repaired
- If an employee leaves the company, his/her device(s) will be wiped and reissued if purchased in the past 18 months; older devices will be added to the loaner pool
- Computers may be replaced when they are 36 months old
- The IT team should handle device exceptions that do not meet these policies

Configuration Management Guidelines

Euna employees are responsible for installing critical firmware, OS and software updates on the assets they use.

The IT Team is responsible for installing firmware and software updates on communal assets (e.g. meeting rooms, office displays, etc.).

Asset Inventory Practices

The Euna IT Team is tasked with maintaining a list of all company-owned assets.

Employees must immediately report lost, stolen, or damaged devices to the IT Team, which will then remotely lock down the missing asset as soon as possible.

Asset Disposal Guidelines

Whenever possible, Euna refurbishes and reissues assets. If an asset will not be reused internally, the Euna IT team must perform a secure wipe to delete all company and client data and invalidate access credentials before disposing of it.

Policy Exceptions

Any exception to the policy must be approved in advance and may be placed on the risk register for monitoring and periodic review.

Policy Violations

In the event that a violation of Euna policies occur, Euna will employ disciplinary measures that reflect the severity of the offense up to and including termination of employment.

Some violations may indelibly affect Euna's business in a negative fashion. In this case, punitive measures, including legal action may be pursued.

Support and Incident Management Policy

Purpose of Document

This document details Euna's support and incident management policy and processes for dealing with client support, privacy and security, maintenance, and disaster recovery. The document serves as (1) an internal guide for Euna staff in managing these activities, and (2) a clear and understandable service level commitment for clients.

Key Definitions

Downtime

Downtime is defined as complete unavailability of web portal or API to the user as measured at the Euna platform's internet access point. Network unavailability from user to the web server is not included. Downtime may be planned (as in the case of maintenance) or unplanned (as in the case of disaster). An outage must persist for more than 15 minutes to be considered downtime.

Solution Maintenance

Includes major maintenance activities, improvements, and/or upgrades to core platform and/or features. May require downtime. May cause changes in how a client operates business processes / workflows in Euna.

Solution Patches

Includes minor maintenance activities, improvements, and/or upgrades to core platform and/or features. Does not require downtime. Does not cause changes in how a client operates business processes in Euna.

Communication Standards

This defines the communication standards which Euna will commit to.

Definitions

Core Business Hours

Core business hours are 8:00 a.m. to 8:00 p.m. EST/EDT (UTC-5, UTC-4 during daylight savings), Monday through Friday. All durations in this document are in business hours/days.

Holidays

Public holidays are not considered a part of core business hours. Such holidays are not included in any durations in this document.

Incident Response Standards

The following standards apply to the response to and handling of incidents impacting clients.

Level		Incident A	Incident B	Incident C
Response Within	Initial Response	1 hour	1 hour	4 hours
	Start Work	2 hours	4 hours	8 hours
	Resolution	4 hours	8 hours	4 days
Compliance Target		100%	100%	100%
Communication Methods		Email to the primary contact notifying of the incident and process to resolve. Phone available for follow up communication.		
		Email and phone to primary contact for Organizations with opportunities closing within 3 days. Organizations will be contacted in order of project close date (most immediate close date first).		

Event Notification

The following standards apply to notification of events that have happened or will happen.

Level	Planned A	Planned B	Planned C	Unplanned A
Response	1 week prior	3 days prior	1 day prior	3 days after
Compliance Target	100%	100%	100%	100%
Communication Methods	Email to the primary contact notifying of the event. Phone available for follow up communication.			

Support Performance

Tier 1 Incidents

Tier 1 incidents have a major impact on client ability to operate entire business processes. No work-around or manual process is available.

Communication Standard: Incident Response Level A

Tier 2 Incidents

Tier 2 incidents include minor system or component failure or malfunction causing impact on client ability to operate significant business processes. No work-around or manual process is available.

Communication Standard: Incident Response Level B

Tier 3 Incidents

Tier 3 incidents include component failure or malfunction not causing impact on client ability to operate significant business processes. Work-around or manual processes are available.

Communication Standard: Incident Response Level C

Support Requests

Client support requests not relating to an incident will be responded to promptly. Start work and resolution times are dependent on the nature of the request.

Communication Standard: Incident Response Level C (for initial response only)

Maintenance Windows and Service Notifications

Euna will provide notification of planned maintenance and service depending on the impact to the client and the duration of impact.

Maintenance Type	Communication Standard
Planned emergency outage.	Event Notification - Planned C
Planned emergency maintenance including but not limited to urgent patches.	Event Notification - Planned C
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of 4 hours or less.	Event Notification - Planned B
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of more than 4 hours.	Event Notification - Planned A

All solution maintenance shall be performed outside of core business hours and be no longer than 8 hours in duration. All solution patches may be performed during core business hours, without advance notice to the client.

Unplanned Event Notification

Euna may need to communicate events to clients that were not planned. Such events may include, but are not limited to, the following:

- Emergency maintenance
- Internet/network outages beyond Euna's control affecting the Euna application
- Unplanned service degradation
- Natural Disasters affecting the Euna application

Communication Standard: Unplanned A

Privacy and Security Incident Response

This section offers guidance for employees or incident responders who believe they have discovered or are responding to a security incident.

How to Report an Incident

Below are ways to report a security incident:

- Email: help@sherpagov.com
- Contact your direct report

It is important to include as many specifics and details as you can.

Severity

Severity Level	Description	Examples	Action
Low or Medium	Most issues fall under this category. These do not require someone to be paged or woken up in the middle of the night.	Suspicious emails, outages, strange activity on a laptop	Ping slack channel #General and create an AutoTask ticket
High	These are problems where an adversary or active exploitation hasn't been proven yet, and an attack may not have happened, but is likely to happen.	malware, malicious access of business data (e.g. passwords, payment information, vulnerability data, etc.)	Ping slack channel #Euna and create an AutoTask ticket, contact IT.

Critical	The attackers were successful, and something was lost.		Ping slack channel #Critical-Tickets, create an AutoTask ticket, and notify the CEO / COO.
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Internal Issues

When the malicious actor is an employee, contractor, vendor, or partner, please contact the Security team directly (or CEO, COO, GTY Vice President of IT - Security). Do not discuss the issue with other employees without permission from Euna leadership.

Compromised Communications

If there are IT communication risks (i.e. company phones, laptops, email accounts, etc. are compromised) the team will announce an out-of-band communication tool within the office.

Response Steps

For critical issues, the response team will follow an iterative response process designed to investigate, contain the exploitation, remediate the vulnerability, and capture postmortem or lessons learned elements.

1. Euna senior leadership should determine if a lawyer should be involved with attorney-client privilege
2. Additional individuals will be included as necessary as to keep the details of the incident on a need to know basis.
3. A "War Room" will be designated.
4. Notifications and release of details internally will be controlled as to ensure facts are released and rumors with misinformation do not propagate.
5. The following meeting will take place at regular intervals, starting with twice per day, until the incident is resolved

Response Meeting – Agenda

- Update the Breach Timeline with all known data related to the incident. The timeline should detail what you're sure the attacker did at what times.
- Review new Indicators of Compromise with the entire group. Indicators of Compromise are anything you know belongs to the attacker: an IP address that sent data, a compromised account, a malicious file used to spearphish, etc.
- Add new data (knowns and unknowns) to the Investigative Q&A, which is a list of questions to which, if you had answers, you'd understand everything the attacker did.

- Update the list of Emergency Mitigations: passwords to be reset, laptops to be wiped, IPs to be banned, etc.
- Long Term Mitigations (including Root Cause Analysis): record everything you'll start doing so this crisis doesn't happen again.
- Everything Else: communications, legal issues, blog posts, status pages, etc.

External Notifications

In the event of a security or privacy breach, Euna will notify the affected parties.

In the case of a breach involving organizational data, organization contacts or affected organizations will be notified.

In the case of a personal data breach, the affected individuals will be contacted.

Communication of any such event will describe the nature of the event, the information affected, likely consequences, measures that Euna will take, and any recommended actions the affected parties should take.

Mitigation

In the event of a privacy or security breach Euna will ensure that any compromised user account(s) are disabled or passwords rotated immediately as they are identified after a breach is discovered.

Documentation

Euna will provide documentation explaining the breach, its impact, and steps that were taken in response to the breach. Supporting artifacts are to be captured and saved.

Disaster Recovery and Service Recovery

This section provides service level guidelines in the event of a Disaster Recovery or Service Recovery scenario.

Disaster Recovery

Requirement	Expected Service Level Value
Euna will ensure the mean time to recovery from an unplanned outage will be within the following period:	Four (4) hours
Euna will ensure that the solutions recovery time objective	The recovery time objective will be 1 day.

(RTO) allowing the solution users return to operations will be as follows:	Critical business functions will be resumed within 24 hours of disaster. Necessary business functions will be resumed immediately following the resumption of critical functions but no longer than 7 elapsed days. Desirable functions shall be resumed immediately following the resumption of necessary function, but no longer than 30 elapsed days following a disaster.
Euna will ensure that the recovery point objective (RPO) will be as follows:	<p>The recovery point objective will be two (2) hours.</p> <p>The recovery point is defined at the time between the disaster event and the historical point to which data will be restored.</p>

Service Recovery

Requirement	Expected Service Level Value
Euna will ensure that after any service disruption, security breach, or other event that may impact the integrity of client data, the solution recovery period to restore/clean/restart compromised system and data to last point of integrity will be as follows:	8 hours for tier 3 incidents, 24 hours for tier 2 incidents and 48 hours for tier 1 incidents.

Insurance

Euna has insurance in place in case of disruption or disaster.

Business Continuity Policy

Introduction

The following consists of a general Business Continuity Policy that represents governance of contingency plans for certain business-impacting outages and vendor disruption of service.

Business Continuity Policies

- Euna performs testing of this Business Continuity Plan (BCP) on an annual basis.
- Whenever the BCP is enacted, it must be followed up with a retrospective in order to identify lessons learned and playbooks needing creation or modification.
- Business Impact needs to be considered upon onboarding new, business-critical vendors. This is outlined in the Vendor Management policy.

Business Continuity Plan

Alternate Business Location

Due to the distributed nature of Euna's services, if Euna's physical office is unavailable, employees have the option and computing capability to work from a remote location. A remote location may include:

- The employee's home
- A shared/communal office space
- An appropriate location that has access to reliable Internet connectivity

Disaster Recovery Plan

The recovery plan contains procedures for technological disaster recovery. Procedures are defined around identification and evaluation of disasters, mitigation of damages, communication, recovery, and post recovery activities. The plan provides a framework and guidance but in the event of an actual disaster modifications may be made as deemed necessary to deal with the specifics of the event.

Euna is committed to providing a reliable and fault-tolerant service to its clients. To achieve this Euna will:

- Create and maintain a formal disaster recovery plan (See Euna Disaster Recovery Plan).
- Design the plan to encompass all essential infrastructure elements.
- Review and update the plan periodically and as needed to account for changing circumstances.
- Ensure all staff involved in, and affected by, the disaster recovery plan are aware of the plan and their role in it.

- Test the plan periodically to ensure that it can be implemented in the event of an actual disaster and that it is effective.

Client Communication

Details of how Euna communicates business continuity, disaster recovery and service impacts to clients can be found in the Euna Communication Standards Policy.

Insurance

Euna has insurance in place in case of disruption or disaster.



City of San Antonio Information Technology Services Department

Cloud Security Assessment Questionnaire for Vendors (Amazon Web Services-AWS)

Version 6.0

5/23/2024

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Overview

This document will be used as a preliminary questionnaire to allow Information Technology Services Department (ITSD) Security Group to assess the physical, logic and security administration controls used by a third-party application service provider or business partner.

Assessment Process

Identification of Parties Involved

The following are the five groups involved in this assessment process:

Group Name	Role
ITSD	Initiator of Process, Performs Assessment, Reports Findings/Risk Recommendation
Project Manager	Coordinates interaction between ITSD and external vendors.
-Vendor/Company-	Provides answers to questionnaire.
CSO	Makes Risk Recommendation
Business Owner	Accepts Final Report

Area 1	Certifications, Programs, Reports, and Third-Party Attestations	Response
1.	Does your service reside in AWS GovCloud? If yes, what Region of GovCloud	No <input type="button" value="v"/>
2.	Does the service have any security certifications? (SOC 2, FedRamp, etc.) If yes, please list those. Note: Sherpa is currently engaged with an outside contractor in pursuing SOC2 certification which we anticipate to be go to audit by the end of 2024.	
3.	Are you compliant with industry-specific regulations (e.g., HIPAA for healthcare, GDPR for data protection)? If yes, please list those.	N/A <input type="button" value="v"/>
4.	Are there internal security programs and practices in place to protect customer data? Information systems access and acceptable use? Remote access? Physical access? Email Security? Change control? Security incident management? Personnel security and termination? Employee accountability? Business Continuity? Security awareness? Risk management?	 Yes <input type="button" value="v"/> Yes <input type="button" value="v"/> Yes <input type="button" value="v"/> Yes <input type="button" value="v"/> Yes <input type="button" value="v"/> Yes <input type="button" value="v"/>
5.	Do you conduct regular internal security assessments and audits of your infrastructure? Do you have third party audits conducted? Do you have external penetration tests conducted?	 Yes <input type="button" value="v"/>
6.	Can Audit and/or Assessment reports be provided to COSA?	Yes <input type="button" value="v"/>

Area 2	Select the Security, Identity, & Compliance Tools Implemented for the Project	Response
1.	AWS Identity and Access Management (IAM)	Yes
2.	Amazon Cognito	
3.	Amazon Verified Permissions	No
4.	AWS Directory Service	
5.	AWS Resource Access Manager	No
6.	AWS Organizations	
7.	Amazon GuardDuty	No
8.	Amazon Inspector	
9.	AWS Security Hub	No
10.	Amazon Security Lake	
11.	Amazon Detective	
12.	AWS Config	
13.	Amazon CloudWatch	Yes
14.	AWS CloudTrail	
15.	AWS IoT Device Defender	No
16.	AWS IoT Device Defender	
17.	AWS Elastic Disaster Recovery	No
18.	AWS Firewall Manager	
19.	AWS Network Firewall	No
20.	AWS Shield	
21.	AWS Verified Access	No
22.	AWS Web Application Firewall	
23.	Amazon Route 53 Resolver DNS Firewall	No
24.	Amazon Macie	
25.	AWS Key Management Service (AWS KMS)	Yes
26.	AWS CloudHSM	
27.	AWS Certificate Manager	Yes

28.	AWS Payment Cryptography	
29.	AWS Private Certificate Authority	
30.	AWS Secrets Manager	
31.	AWS Artifact	
32.	AWS Audit Manager	
33.	Specify any other Security Tools Integrated with AWS Cloud: AWS Wiz = enforces correct configurations across cloud resources, monitor workloads for vulnerabilities, malware, and exposed secrets across packages, libraries, and applications. Also, it monitors the most sensitive data across public buckets, data volumes and databases to proactively eliminate attack paths	

Area 3	HOSTED WEB OR CLOUD APPLICATION	Response
1.	Will the services provided to COSA include Data-as-a-Service (DaaS)? <i>Data is provided to COSA through specific interfaces.</i>	No <input type="button" value="v"/>
2.	Will the services provided to COSA include Software-as-a-Service (SaaS)? <i>COSA uses your applications running on your cloud infrastructure.</i>	
3.	Will the services provided to COSA include Platform-as-a-Service (PaaS)? <i>COSA deploys onto your cloud infrastructure COSA-created or acquired applications created using programming languages, libraries, services, and tools supported by you.</i>	
4.	Will the services provided to COSA include Infrastructure-as-a-Service (IaaS)? <i>COSA is able to deploy and run arbitrary software, which can include operating systems and applications, on processing, storage, networks, and other fundamental computing resources you provide.</i>	No <input type="button" value="v"/>
5.	Does the application support per-client security controls:	
6.	Password requirements?	Yes <input type="button" value="v"/>
7.	Single Sign On?	
8.	Multi Factor Authentication?	Yes <input type="button" value="v"/>
9.	Can the application be given a custom domain or subdomain for use by COSA?	
10.	Can the application login screen be restricted to the COSA network IP range?	(Select One)
11.	Can the application encrypt data in transit?	
12.	Can the application encrypt data at rest?	Yes <input type="button" value="v"/>
13.	Does the application restrict storing sensitive data on end client workstations? (cookies)	
14.	Does the application restrict account administration through the website?	(Select One)
15.	Is access to the administration portal of the service publicly exposed?	
16.	Does the service utilize any AI or ML technologies?	(Select One)

Budget Form Configuration Checklist - Version 03022020			Form Type: 3000 New Form Definition 4200 Tester	Model 1700 Import 4200 Completed On
Step	Status/Results	Comments	Directions	Even More Comments
Clone an Existing Budget form			Find one that is similar to what you need. If a new form type, check sp_bdg_frm_dfmt to if the new if @opt = 'record_ins_copy' has been added	
If using new suffix (Type)			sp_sgs_bdg_frm_exp	
Update sp_sgs_bdg_frm_exp stored procedure			Create entries for new suffix in all areas of sp, search for 3000. 3000 for PHX forward, 6200 for prior.	
Clone and configure the cust_read			Script this to make a new READ member.sgs_bdg_frm_cust_read_XXXX	Brings in line detail when detail button is clicked. Only needed if a new form type.
Is <i>if@shrt_nm<>'nav copy'</i> in the <i>if @opt = 'record_read_exp_cd_3000'?</i>			Find it in PHX - Get better clarification on this	If not in the SP the Copy button will not work
Audit Trail SP			AUDT sp usually requires similar changes to the READ SP	Take from PHX 3000 if needed
For all Forms, follow the steps below				
Update sp_sgs_bdg_frm_exp SP			<i>sp_sgs_bdg_frm_exp</i> For new clients, this is only required if something special is required, assume you do not need this. Very custom defaults is an example.	
Copy Start Copy End				
Configure the Form Definition				
Update Header				
Verify Stages / Stage Names			These are copied from the source and renumbered. Add new, deactivate, delete or change names as needed.	
Header Org Level			Check what level of the hierarchy is needed for the form	
Header Org Filter			This is new - check with Shane/ Aaron if this isn't working.	
Tab 1 Updates				
Update Measures			Should have at least one posting for each measure! If you don't know what the measure is at the time you create it, put a dummy column in the right location for Add all the dimensions that are available, set defaults to 0 or 1000 for dm2 for ones not being used. For required dimensions, defaults can be added or left blank. IT is best to add all dimensions used by that client even if not used on this form and set those defaults.	Add or subtract measures. Ensure that no measures have zero postings - the form will not function. Remove zero posting measures or replace with Dummy measures as needed.
Update Detail Dimensions			Clear them out first when first testing the form, then go back once basic functions are confirmed and add any filters.	
Update Detail Dimension Filters			In most cases new imports are setup for each form. If the layout is the same as the cloned form, you can use the source Import number; if not, enter the import type = form definition number and create a new import in step 18.	If OR filters are used, be sure to () them.
Clone and configure the UPLD SP			Upload - number is the SP. In most cases new imports are setup for each form. If the layout is the same as the cloned form, you can use the source Import number; if not, enter the import type = form definition number and create a new import in step 18.	
Set the Update Export/Import Type			Update the configuration in the BFC. Names and Display measures should be ignore on import, Dimension Codes and Edit measures should NOT be ignore on import. Set validations on for all dimensions that are used.	<i>sp_sgs_bdg_frm_cust_upld_XXXX</i> Each import must have the same number of EDIT columns in the same location if sharing a SP. You can use DUMMY measures to force the location to be the same across many forms, which you can hide in screen config and import/export config.
Update Export/Import Configuration			Use an existing menu option that is not in use. Set the Name, replace the on click with the new form, check active.	There is some code in the SQL Master that will automatically sync the import/export config with the screen config.
Update the Menu			Admins usually have access already, but if you don't see it, check Menu Security	
Update menu security if not visible			Only base style forms are automatically created. Not for decision package style since Add New is used.	**make sure it is the hdr2 type! It should be gray and not blue.
Create Budget Forms script (SP)			Create Budget Forms OR click Add New for Base style forms.	
Create a new test form instance			Go through each window to ensure things are correct. Test Add New on the form list page even if using Create Budget Forms.	
Screen Config (Add New)			Update Screen Config to have correct names for dimension codes and names. Labels for measures come from the BFC.	<i>sp_sgs_bdg_frm_hdr_c Lnt</i>
Screen Config (Header) Detail Page			Hide/Show fields	
Screen Config			Modify the column widths in the grid of the form.	
Test Data Entry				
Edit existing (if preload style form)				

Add New
Edit the new row
Copy
Edit the copied row
Test Data Defaults
Add New

Copy

Test Import Export

Export
Change Existing Row / Import
Edit Import row online
Add a new row to the export file / Import

Test Audit Trail

Audit Trail SP

Zero Out SP - hide in action config

Add Security

Apply Action Security to all users (Example: ENDUSER)

Apply Stage Security to users (Example: ENDUSER, BUDGET OFFICE)

Apply Menu Security

Update header Report

Stored procedure update

Screen Config

Check that proper defaults are showing when hitting add new - should it be blank, a 0, or a Code
Check that codes are populating when hitting copy
Only for forms that support this - not for matrix, line detail forms.

Click Audit Trail, see if you see what you should. *sp_sgs_bdgdt_frm_cust_audt_XXXX*

If not working, it may need changes OR you may need to make a new SUFFIX

Take from PHX 3000 if needed

sp_sgs_bdgdt_frm_cust_zero_XXXX

Zero Out process is a combination of READ and IMPORT... requires cloning and changes to match both READ and Import. Zero out points to type

Get rid of Admin Actions. Hide Zero Out for all users. For Decision Packages keep **add new** and **delete**. Rebuild Action Security Cache when complete.

For testing maybe setup an Enduser and assign the testing role?

Wait to do until Client is ready to see it

Copy Start Copy End has the SQL For this - but in the section number of the SUFFIX, not *sp_sgs_bdgdt_frm_exp* the form definition!

From form list page, search for the report columns. You can search for amt1, amt2, amt3 and select the correct ones. Also can find these in BFC Screen Config.

Testing Checklist

Login as Admin

Positive Test

List Page

Add New
Test List page buttons (Header, Details, Submit)
See if action configuration is set up for all users
Advance the stages!

Header

Make updates to all available fields

Save

Details

Add New Row

Add New Row / free form enter invalid COA / Save

Copy a row

Update existing row

Key in decimals and see how the form behaves when dealing with non-whole numbers (e.g. negative values, decimals, etc.)

Key in letters into the amount columns

Enter line text information on several rows, update the line text, etc.

Check Report in header (ensure it is updating)

Check the audit trail to ensure it is logging the data incrementally/properly

Import/Export

Export - Did export work

Import - Change row

Import - Add a new row

Import/Export from Excel - invalid COA values row

Import with invalid Org, Object, Project, etc

Import line text information to add new, edit existing, and delete

Check the audit trail to ensure it is logging the data incrementally/properly

Attachments

Add an attachment

Go back and view it

Delete attachment

Position Tab

Add new position - Advance to Finish

Add new position - position wizard

Add allocation

Add benefit

Update Position Count

Calculate

Edit Position switch from override to salary table

Click Results

Approve/Unapprove

Add new for decision packages, performance measures and transfers
Positive Test
Positive Test
Positive Test

Base budget forms no need to test

If you need to toggle the type of Submit popup window and configure it, see *sgs_sys_scrn_clmn*.

Confirm defaults are correct based on BFC.
Negative Test - should error. Ensure error codes make sense for this client.
Confirm all fields copied from the selected record. No fields should be blank.
Positive Test
Validation
Negative Test - should error. Ensure error codes make sense for this client.
Validation
Positive Test
Positive Test

rounded up and rounded down

Sgs_sys_upld_log is your friend when form imports don't work.

Positive Test - Make changes within a row (change dollar amount, add line text)
Positive Test - Make new row in Excel
Negative Test - should error. Change or Add incorrect codes. Ensure error codes make sense.

Validation
Positive Test - look for "form loaded" on trail

Positive Test
Positive Test
Positive Test

Not all forms have Position Tab

Check to see if 1:1 And 1:Many are correct
Hit calculate button
Hit calculate button
Check for some accuracy
When unapproved total is 0, approved has a total

Employee Changes

- Add to form - Click Calculate
- Confirm form and negative position are in grid

Template and Import

Delete an instance of the form - Come back to this after ENDUSERS test

- Check sgs_data first for pcF01 data first
- Is instance off the list page?
- Is it zeroed out in sgs_data?
- Is made inactive is sgs_bdgT_frm_hdr?
- After several minutes, verify PCPXX stage data in sgs_data

Login as ENDUSER and Budget Office User

Repeat steps 1-17 as necessary to identify any further issues.

Test stage security.

Test buttons

Check column widths are appropriate and that text/quantitative information is fully displayed

If client is using these actions Test. If client is not using hide from enduser.

Go to employee record and change job class
-then hit calculate again
If client is using these actions Test. If client is not using hide from enduser.

Not for forms without Position data

Check Projection History if it has completed

Ensure that ENDUSER can see the forms in stages they are supposed to see and cannot see forms that are in stages that they do not have access to.
Check for random buttons. Are action configuration, create budget forms, screen configuration showing?

Client Testing Checklist - Version 09212020**Form Type:** 3000

Step	Status/Results	Comments	Directions	Even More Comments
Login as Admin			Positive Test	
Test List page buttons (Header, Details, Submit)			Positive Test	
Add a new budget form ID, if applicable for this form type			Positive Test	
Header				
Make updates to all available fields			Positive Test	
Save			Positive Test	
Advance the stages!			Positive Test	
Check the audit trail to ensure it is logging the data incrementally/properly			Verification	
Details				
Add a Row			Confirm defaults are correct based on BFC.	
Add a Row / free form enter invalid COA / Save			Negative Test - should error. Ensure validation error code are being kicked. Also, validate the error text to make sense for this client (org vs. Funds Center).	
Add a Row / Leave COA field blank / Save			Negative Test - should error. Yellow warnings. Validate the error text to make sense for this client (org vs. Funds Center).	
Copy a row			Confirm all fields copied from the selected record. No fields should be blank except # fields.	
Update existing row			Positive Test	
Create a new row (either via Add or Copy) using the same string of dimensions as another line on that form.			Positive Test - should aggregate the lines together and collapse them to a single row in the budget form.	
Key in decimals and see how the form behaves when dealing with non-whole numbers (e.g. negative values, decimals, etc.)			Verification of rounding settings.	
Enter line text information on several rows, update the line text, etc.			Validation	
Check Report in header (ensure it is updating)			Positive Test	
Validate audit trail on the line detail is saving as you would expect on an incremental basis.			Positive Test	
Key in non-numeric values into a budget form and see if the form rejects these entries.			Negative Test - should error.	
Import/Export				
Export - Did export work			Positive Test	
Verify that dimension names are included on the export as desired.			Verification	
Verify that changeable numeric columns have asterisk next to them as a visual cue.			Verification	
Import - Change row			Positive Test - Make changes within a row (change dollar amount, add line text)	
Import - Add a new row			Positive Test - Make new row in Excel	
Import/Export from Excel - invalid COA values row			Negative Test - should error. Change or Add incorrect codes. Ensure error codes make sense.	
Import with invalid Org, Object, Project, etc				
Import line text information to add new, edit existing, and delete.			Validation	
Edit one of the imported rows in the web application and ensure that it still functions as expected.			Positive Test	
Validate audit trail on the line detail is saving as you would expect on an incremental basis.			Positive Test	
Attachments				
Add an attachment			Positive Test	
Go back and view it			Positive Test	
Delete attachment			Positive Test	

Position Tab			Not all forms have Position Tab	
<i>Client-specific scenarios should be added here (e.g. add new, change existing, reclass job, etc.)</i>				
Add new position - Advance to Finish				
Add new position - position wizard				
Add allocation				
Add benefit				
Update Position Count			Check to see if 1:1 And 1:Many are correct	
Calculate			Hit calculate button	
Edit Position switch from override to salary table			Hit calculate button	
Click Results			Check for some accuracy	
Approve/Unapprove			When upapproved total is 0, approved has a total	
Employee Changes			If client is using these actions Test. If client is not using hide from enduser.	
Add to form - Click Calculate				
Confirm form and negative position are in grid			Go to employee record and change job class -then hit calculate again	
Template and Import			If client is using these actions Test. If client is not using hide from enduser.	
Delete an instance of the form				
Check sgs_data first for pcf01 data first			Can be performed in SSMS or via ad hoc reports.	
Is the position tab data actually deleted?				
Is form instance data actually deleted?				
Is form instance off the list page?				
Login as ENDUSER and Budget Office User				
Repeat above steps as necessary to identify any further issues.				
Test stage security.			Ensure that ENDUSER can see the forms in stages they are supposed to see and cannot see forms that are in stages that they do not have access to.	
			Additionally, make sure they can submit forms to whichever stages they should be able to (or not).	
Test buttons			Check for random buttons. Are action configuration, create budget forms, screen configuration showing?	
Check column widths are appropriate and that text/quantitative information is fully displayed			Verification	
Check column naming conventions are appropriate			Verification	
Verify that changeable columns have asterisk next to them as a visual cue.			Verification	

CITY OF SAN ANTONIO



Administrative Directive	7.4A Acceptable Use of Information Technology
Procedural Guidelines	Regarding use of electronic communications systems
Department/Division	Information Technology Services Department (ITSD)
Effective Date	April 1, 2014
Revisions Date(s)	December 14, 2017
Review Date	
Owner	Patsy Boozer, CISO

Purpose

This Administrative Directive (AD) provides guidance for the acceptable use of information technology systems including electronic devices, electronic mail, Internet access, and/or software among other City systems. This includes acceptable use of City-owned computers, mobile devices and/or personal. This directive establishes and identifies responsibility for the acceptable use of technology to help ensure the confidentiality, integrity and availability of City systems.

The City of San Antonio (COSA or City) provides access and use of its information technology systems to help users efficiently and effectively perform their business-related activities. All users of the City's information technology systems are responsible for using that technology in an appropriate and lawful manner.

Inappropriate use of information technology exposes the City to additional internal and/or external vulnerabilities that may reduce the reliability, confidentiality, integrity and/or availability of those systems.

The Information Technology Services Department (ITSD) shall be responsible for developing, maintaining, publishing and administering the acceptable use of information technology assets and systems. All unauthorized access to City data is strictly prohibited.

The City's information technology systems are shared resources that serve all of its users and provide the general public with access to its website. Inappropriate use of information system assets reduces the usefulness of these resources.

Policy Applies To

<input checked="" type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Temporary Employees
<input checked="" type="checkbox"/> Full-Time Employees	<input checked="" type="checkbox"/> Volunteers
<input checked="" type="checkbox"/> Part-Time Employees	<input checked="" type="checkbox"/> Grant-Funded Employees
<input checked="" type="checkbox"/> Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees
<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	<input checked="" type="checkbox"/> Vendors, Contractors and Other Third Parties

Definitions

Bring Your Own Device (BYOD)	The practice of allowing the employees of an organization to use their own computers, smartphones, or other devices for work purposes.
City-administered information technology systems	Any technology or equipment that is used and/or managed by the City even if the City does not own the technology or equipment. City-managed information technology systems include technology or equipment owned by the City, on loan to the City, funded by grants, leased by the City, etc. Information Technology systems includes but, are not limited to computers, mobile communication devices, telecommunication devices, servers, networks, software, databases and email messages, among other physical and virtual infrastructure.
Digital Signature	An electronic identifier intended by the person using it to have the same force and effect as the use of a manual signature.
Electronic mail	An electronic government record sent and received in the form of a message on an electronic mail system of a government, including any attachments, transmitted with record the message.
Electronic Record	Record created, generated, sent, communicated, received, or stored by electronic means.
Electronic Signature	An electronic sound, symbol, or process attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.
Generic Account	A generic account is any non-person account that may allow multiple users to use a single account to authenticate to the City network, application or other resource.
Incidental Use	Personal use of technology that does not interfere with the performance of assigned duties, does not have a detrimental effect on City information technology systems, and is not prohibited by this policy.
Local Government Record Retention Schedules	Publications issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Government Code which establish the mandatory minimum retention period for a local government record
Malware	Malicious software designed to impact the confidentiality, integrity and/or availability of an information technology system. Malware can include viruses, worm, Trojan Horse, or adware among other malicious programs.
Network	A group of two or more computers linked together to facilitate communication, data sharing and processing among other computer activities.
Records Management Officer	The person who administers the records management program established in each local government under section 203.026, chapter 203 of Local Government Code.
Retention Period	The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record before it is eligible for destruction.

Software	<p>Authorized Software- Authorized software is any program, code or installable executable file that has been tested and approved by ITSD. Authorized software constitutes any program, code or executable file deemed necessary to meet business needs. This includes Shareware, Freeware and Open Source software that meets the criteria stated in this policy.</p> <p>Unauthorized Software- Unauthorized software is any program, code or installable executable file that has not been tested and approved by ITSD or not necessary for business needs. This includes Shareware, Freeware, Open Source pirated software or copyright infringement in the use of software. For purposes of this policy, pirated software or copyright infringement includes illegally copied and/or downloaded software that violates licensing restrictions.</p>
Sponsor	Departmental representative responsible for authorizing non-employee access to COSA assets and/or systems.
User	Any employee or non-employee who uses COSA-administered information assets and/or systems, exclusive of COSA's web pages

Policy

COSA is required to protect public assets and resources, and it has an obligation to manage information technology systems to comply with Chapter 552 of the Texas Public Information Act (open public records), Sections 7.71-7.79 of the Texas Administrative Code and 205.001-205.009 of the Local Government Code, among other regulations.

The National Institute of Standards of Technology (NIST) and industry best practices has been adopted by the City to help maintain the confidentiality, integrity and availability of COSA systems.

This directive pertains to all information collected or maintained by or on behalf of the City and all information assets used or operated by the City, a City contractor, a City vendor, or any other organization on behalf of the City.

- All information technology assets and systems, procured with City funds and/or used in the conduct of City business.
- All access to the City's facilities and networks, data, and/or applications among other systems including employees, contractors, vendors, and other third parties of City information assets, systems.
- All electronic messaging, equipment, or technology that is owned or administered by the City including City-owned computers, mobile devices, and/or personal devices is included within the scope of this Directive.
- All software, information systems and/or other documents developed by City personnel with City funds or licensed to the City of San Antonio.
- All data processed, stored, and/or transmitted by any City information technology system.
- All devices that use the COSA network, including any "Bring Your Own Device" (BYOD).

Adherence to this directive will help assure the City's acceptable use of technology.

- City-managed information technology systems shall be used for official business only, which may include personal communications, including telephone calls during business hours, that are necessary and in the interest of the City. While some incidental use (as defined below) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.
- There shall be no expectation of privacy when using any City-administered information

technology system including internet access for any information input or reviewed from City or personal accounts while in contact with City systems, social media, personal email accounts, SMS messages or instant messaging.

- All information generated, processed, stored, or entrusted on any City-provided information technology system is the property of COSA.
- COSA data shall be stored on network drives and not local drives. Local drives are not included in the City's backup strategy.
- Protected data per AD 7.3A Data Security (e.g. HIPAA, CJIS, Sensitive Personally Identifiable Information (PII) stored on laptop hard drives or removable media shall be authorized by the data owner and use ITSD approved encryption.
- Externally transmitted data by any technological means that contains protected data per AD 7.3A Data Security (e.g. HIPAA, CJIS, and Sensitive PII) shall use ITSD approved encryption.
- Business email received on COSA account shall not be manually or automatically forwarded or redirected to email addresses outside of COSA.
- A generic login account will only be allowed for specific business need. A written justification must be submitted to ITSD for approval. Generic network user account will not have email access.
- Email messages not essential to the fulfillment of statutory obligations or to the documentation of the City's functions may be deleted. Note: These messages may include personal messages, internal meeting notices, letters of transmittal, and general FYI announcements.
- Email messages that fulfill statutory obligations or document the City's functions are subject to retention as established by the Texas Administrative Code referenced in the Retention and Disposition of Email section.
- Individual COSA email accounts may not be used to send to more than 50 recipients of the same email message.
- Emails in deleted folder will be purged after 14 days.
- City distribution list shall not be made available for use by external email accounts.
- Distribution list must be maintained by owner to remove invalid email addresses.

Personal Use Policy

Personal use of technology must not interfere with the performance of assigned duties, must not have a detrimental effect on any City information technology system, and not be prohibited by this policy.

This includes the personal use of City-owned or managed technology that:

- Does not cause any additional expense to the City and is infrequent and brief
- Does not have a negative impact on overall user productivity
- Does not interfere with the normal operations of the user's department or work unit and does not compromise the City in anyway
- Does not embarrass either the City or the user
- Does not contravene other elements of this policy and serves the interest of the City in allowing employees to address personal matters which cannot be addressed outside of work hours without leaving the workplace.

Examples of personal communications that can be in the interest of the City include:

- Communications to alert household members about working late or other schedule changes
- Communications to make alternative child care arrangements, communications with doctors, hospital staff or day care providers
- Communications to determine the safety of family or household members, particularly in an emergency communications to reach businesses or governmental agencies that only can be

contacted during work hours and communications to arrange emergency repairs to vehicles or residences.

Security and Proprietary Information

Information stored on any City-administered information technology system should be classified in accordance with federal, state and local statutes, ordinances, regulations, and/or policies among other directives regarding the confidentiality of the information (AD 7.3a Data Security). Users must comply with all City Directives regarding use of information technology, including:

- Electronic Communications (e-mail, voice and Internet)
- Password Management
- Security
- Data Management and Classification Monitoring
- Remote Access

All personal computers, laptops, and workstations should be protected from unauthorized access when the system is unattended. The recommended method of security for City devices is with a password-protected screensaver (with the automatic activation feature set to 15 minutes or less) or by manually locking the device (Ctrl-Alt-Delete for most Microsoft Operating Systems). Devices that cannot be locked as described above should be secured by logging off the devices or turning them off.

1. All BYOD devices used for work related tasks must be in compliance with AD 7.10 Mobile Device Security in order to obtain COSA email access; remote access etc. and the owner of the device must install and maintain security related software (operating system updates, Anti-virus/malware protection, etc.). ITSD has the right to refuse the use of any personal device for COSA related use if the device cannot be secured based on the standards and policies stated in this document. It is the responsibility of the owner to report if the device is lost or stolen immediately to ITSD.
2. User must take reasonable and necessary precautions to secure and protect electronic devices.
3. ITSD regularly maintains operating systems, updates security software, and applies security patches by sending those updates during non-business hours to computers attached to the network. When a user leaves for the day, he/she must log off from his/her computer, but leave the computer turned on and attached to the network. Laptops must be connected to the network at least once a month for at least 24 hours in order to receive updates.
4. As a regular maintenance step, at least once a week, save and close open files and applications then power off computer completely. Once the computer has powered down, power it back on. As computers are used on a daily basis, applications, files opened and web browsing slowly consume available memory and resources which over time cause computer to slow down. Refreshing the computer's resources at least once a week, will keep it running at an optimal speed with fewer problems in the long term.
5. All technology devices used by a technology user to connect to the City's networks shall continually execute approved security software with a current virus definition file. This includes user-owned equipment attached to the City's networks through remote access technologies. The City is not responsible for providing the required security software for user-owned computers.
6. E-mail attachments that may constitute a risk to the City's technology environment will be removed from e-mail messages passing through the City's mail servers. Removed attachments are replaced by a message indicating that they have been removed and the header and text of the original message delivered normally.
7. A spam message filter is used to reduce the transmission of chain letters, broadcast announcements, general advertisement postings, or any other message via e-mail to a group of persons not requesting the message.
8. Sensitive information should not be stored on removable media unless it is required in the performance of your assigned duties or when providing information required by other state or federal agencies. When sensitive information is stored on removable media, it must be encrypted in

accordance with ITSD Security policies regarding encryption.

9. Only software that has been approved by ITSD may be installed on City owned devices. If an employee needs to have software installed on a City owned device they must submit a request to ITSD stating the business need for the software as well as any other information relevant to justify the use of the requested software. No City employee or approved contractor or vendor will install, reproduce, distribute, transmit, download, or otherwise use any software unless such software has been approved by ITSD and properly licensed. ITSD will monitor for unapproved/unauthorized software and reserves the right to remove any software from City owned devices ITSD will maintain an approved list of software that employees can access.

Password Management

Passwords are an important element of the acceptable use of technology and associated information security. A poorly chosen password may result in the compromise of the City's network. All technology users are responsible for taking appropriate steps to select and secure passwords. Users shall take reasonable and necessary care to prevent unauthorized access to workstations, laptops, applications, mobile and/or other devices.

City Password requirements (at a minimum):

1. No departmental personnel, including administrative staff, shall request access to or maintain lists of other user passwords.
2. User account must use a "strong" password.

Strong passwords are defined as:

- At least eight characters in length
 - Not based on words in any language, slang, dialect or jargon
 - Not based on personal information, such as family names
 - Not common usage words like family, pets, friends, COSA, birthdays, phone numbers, addresses, computer terms, fantasy characters and/or common patterns like aaabbb, qwerty, zyxwvuts, 123321 or any derivation followed by a digit.
 - Contain at least one (1) each of the following
 - English uppercase (A through Z),
 - Lowercase (a through z),
 - digit (0 to 9) and
 - non-alphanumeric character (!,\$,#,%)
3. All users' passwords will expire at intervals of ninety (90) days. Users will be prompted to change passwords beginning 10 days before the next expiration date. Passwords may not be re-used.
 4. Passwords will be changed immediately after a security breach has been detected to the affected COSA systems.
 5. As the COSA system software permits, an initial or reset password issued to a user will be valid only for the user's next log in. After that, the user must be prompted to change their password.
 6. Users must enroll in the COSA Self-Service Password management system which provides expiration notifications and allows network passwords to be reset from desktop, laptop or mobile device.
 7. Password Protection Guidelines:
 - Do not write passwords down, store them on-line, or reveal them in any electronic format.
 - Do not use the same password for COSA accounts as for other accounts (i.e. social media, personal email account, banking sites, etc.).
 - Passwords must be treated as sensitive and confidential information thus do not share City passwords with anyone.
 - ITSD support personnel may require a user to enter their password in order to resolve a problem.

- Do not talk about a password in the presence of others.
 - Do not hint at the format of a password (“my family name”).
 - Do not click on links in emails from unknown sources; look for the “External” tag to identify email from outside of COSA.
 - Do not provide account information that includes personal information and/or password.
 - Do not reveal a password on questionnaires or security forms.
 - Do not use the “remember password” feature.
 - Do not store passwords in a file on ANY computer system without encryption.
8. COSA passwords are not to be reused or similar to any non-work related passwords for accounts such as personal email accounts or social media accounts
 9. Technology users shall report any suspected security violations or threat to the ITSD Service Desk immediately. Any activity performed under a user-id/password combination is presumed to have been performed by that user and is the responsibility of that technology user.

Retention and Disposition of Email

The City's approved Declaration of Compliance with the Local Government Records Retention Schedules establishes record series and the retention period for each series. All Email sent or received by a government is considered a government record. Therefore, all electronic messages must be retained and disposed of according to the City's retention requirements as described in Records Management: A.D. 1.34: Records Management for Physical Electronic Records. Full detail of A.D. 1.34 can be sourced from Office of the City Clerk or http://www.sanantonio.gov/hr/admin_directives/index.asp. Users and their supervisors or sponsor should seek guidance from the City's Records Management Officer if there is a question concerning whether an electronic message should be deleted.

1. Electronic Mail (E-mail), Instant Messaging, Voicemail, and Text Messaging:

- a. All electronic mail messages, instant messages, voicemail and text messages regarding City business must be retained and disposed of according to the City's retention requirements. It is the content and function of the record that determines the retention period for that message (A.D.1.34).
- b. The City's electronic mail system is not a records management system. Electronic messages that the user determines, based on the Local Government Records Retention Schedules, are subject to retention for more than 30 days should be moved from the user's "Inbox" and/or "Sent Items" folders within 30 days of its receipt or creation. Emails in deleted folder will be purged after 14 days and electronic messages will be automatically deleted after 1 year. Electronic messages to be retained longer than 1 year may be placed in folders and saved on a network drive, or transferred to an automated records management software application.

Acceptable Use of Electronic Signatures and Electronic Records

Electronic signatures, an automated function that replaces a handwritten signature with a system generated signature statement, and electronic records can be utilized as a means for authentication of City documents, computer generated City documents and/or electronic City entries among other uses. System generated electronic signatures are considered legally binding as a means to identify the author of record for entries and confirm that the contents of what the author intended. City departments and staff will be allowed to utilize electronic signature in accordance with this directive, City, State, and/or Federal regulations regarding such.

Acceptable Use of Electronic Records and Electronic Signatures are allowed:

1. Where policies, laws, regulations, and rules require a signature and that requirement is met if the document contains an electronic signature.

2. Where policies, laws, regulations, and/or rules require a written document and that requirement is met if the document is an electronic record.
3. Where each party to a transaction must agree to conduct the transaction electronically in order for the electronic transaction to be valid and binding. Consent may be implied from the circumstances, except with respect to any electronic records used to deliver information for which consumers are otherwise entitled by law to receive in paper or hardcopy form.
4. If a law prohibits a transaction from occurring electronically, the transaction must occur in the manner specified by law.
5. If a law requires an electronic signature to contain specific elements, the electronic signature must contain the elements specified by law.
6. If a law requires that a record be retained, that requirement is satisfied by retaining an electronic record of the information in a record that accurately reflects the information set forth in the original record and shall remain accessible for later reference. When the requirements for retention require an original form, retention by an "electronic form" shall provide and satisfy the retention requirement.

Procedures, Forms, Guidelines and Resources for electronic signatures:

1. Procedures for electronic signatures can be found under the Texas Uniform Electronic Transactions Act
2. United States governance can be found in 18 USC 2510, Electronic Communications Privacy Act
3. Record management for COSA is established by Local Government Code: 201 through 205. The Texas State legislature requires local governments to establish a records program by Ordinance.
4. City of San Antonio adopted Ordinance 70508 and 72054
5. Ordinance 70508 (11-02-1989) names the City Clerk as the City's Record Management Officer
6. Ordinance 72054 (August 9, 1990) establishes the City's Records Management program
7. The charter of the City of San Antonio mandates that the City Clerk shall keep the records of the Council and of the City
8. Pursuant to Article II, Section 10 of the City Charter, the City Clerk shall keep the records of the Council and of the City. Pursuant to City Ordinance 72054 which establishes the City's records management program in compliance with the Local Government Records Act and reaffirms City Ordinance 70508 naming the City Clerk as the City's Records Management Officer, both ordinances filed with the Texas State Library and Archives Commission, the Records Management Officer shall develop policies and procedures in the administration of the City's records management program.
9. This policy does not supersede any local, state or federal laws regarding records management, confidentiality, information dissemination or standards of conduct.

Electronic Transactions and Signed Records:

1. Electronic Records - The Uniform Electronic Transactions Act (UETA) was enacted into law in Texas by the 77th Legislature (Senate Bill 393) in May 2001, and became effective on January 1, 2002. UETA provides definitions for several key terms that pertain to this policy. These terms are listed in the "Definition" section of this directive.
2. Electronic Signatures - Texas law (Government Code, Section 2054.60, provides a definition for the term "digital signature," which is sometimes used interchangeably with "electronic signature" (see Section II, C, 3).

Unacceptable Use of COSA Resources and the Internet

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable uses of COSA information technology systems:

1. The registration or use of any COSA related email addresses for personal accounts such as personal Email, Social Network accounts (Facebook, Twitter, LinkedIn, etc.), personal billing services (utilities, cell phone, cable, insurance, cloud based services, etc.) or any other non-work related sites.
2. Engaging in any activity that is illegal under local, state and/or federal statutes as well as any activity that violates COSA policies and Administrative Directives.
3. Accessing, displaying, storing or transmitting material that is offensive in nature, including sexually explicit materials, or any text or image that can be considered threatening, racially offensive, or hate speech. This includes any images, text, files, etc. sent electronically to co-workers or outside parties. Accessing, storing, displaying, or transmitting pornographic materials using City-owned and managed technology is strictly forbidden.
4. Engaging in any form of harassment, whether sexual or otherwise, or sending any unwelcome personal communication. It is the perception of the recipient that prevails in most instances, not the intent of the sender. Harassment may be construed as any written, verbal or physical conduct designed to threaten, intimidate, coerce, taunt or bully the recipient or another individual.
5. Any personal use that interrupts City business and that keeps an employee from performing his/her work.
6. City systems shall not be used to chat online, "blog", or shop online if not authorized by Department Director as part of the users job function.
7. Extensive personal use of the Internet for any non-work-related purpose during working hours which decreases the employees productivity or results in decreased performance of the City's Internet facilities.
8. Violating any copyright, trade secret, patent and/or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City.
9. Unauthorized downloading of and/or distributing of copyrighted materials.
10. Revealing a City account password to others or allowing use of a City account by others. This includes household members, coworkers, vendors, contractors and visitors when work is being done at home. Revealing a City account password to an authorized technician during a troubleshooting procedure is not a violation of this policy. In such a situation, a new password should be established as soon as possible, after the problem is resolved.
11. Requesting a password to another users network or application account.
12. Unauthorized reading, deleting, copying, modifying, printing and/or forwarding of electronic communications of another, or accessing electronic files of another without authorization.
13. Unauthorized duplication of copyrighted material including, but not limited to, text and photographs from magazines, books or other copyrighted sources, copyrighted music and/or copyrighted movies. Copying or installing copyrighted software for which the City or the end user does not have an active license is not permitted.
14. Sending SPAM to either internal or external parties. Individual email accounts will be limited by technical controls as a preventive measure to detect SPAM originating from a City email account. Large volume emails to recipients will not be allowed from individual email accounts. Request for approved email accounts designated for such business purposes will be submitted to ITSD Customer Service.
15. Approved email accounts must not regularly send bulk emails unless distribution lists are maintained. All undeliverable or invalid addresses from distribution lists must be regularly removed to prevent the City from not being able to send email through Internet Service Providers and/or mail hosts.

16. Downloading and/or copying music, photographs or video material, including such material that has been obtained legally, onto City computers or servers.
17. Downloading and/or installing executable program files from external media or the Internet without the approval of ITSD.
18. Exporting software, technical information, encryption software and/or technology, in violation of international or regional export control laws.
19. Using the City's electronic mail or Internet systems for private gain or profit.
20. Using unauthorized personal software which allows peer-to-peer communications between two workstations (Yahoo Messenger, Skype, Snapchat, Periscope, Instagram, Facebook Messenger, etc.).
21. Using instant messaging through public service providers.
22. Using City systems for non-work-related access to online auctions or ecommerce sites (such as e-Bay, Amazon).
23. Maliciously introducing malware or similar programs into the network or server.
24. Soliciting for political, religious, and/or other non-business uses not authorized by COSA.
25. Making fraudulent offers of products or services originating from any City account.
26. Accessing non-business related streaming media, including Internet-based radio.
27. Accessing any non-business related application which maintains a persistent application connection to the Internet, such as streaming videos or media, such as Pandora, Netflix, and/or Google Video, among others.
28. Using City technology, electronic mail and/or Internet facilities for political activity including voting, private gain, gambling, shipping, games, entertainment or other non-business function unless permitted by this directive.
29. Including email "tag lines" or personal quotations other than ones that state the mission of the City or the user's Department.
30. Using the COSA email system to automatically forward COSA email to a non-city email account is prohibited.
31. Sending or forwarding junk e-mail, chain letters, or other mass mailings.
32. Causing security breaches or disruptions of City communications. Security breaches or disruptions can include, but are not limited to:
 - Accessing data which the user is not authorized to access or logging into a server or user account that the user is not expressly authorized to access
 - Causing network disruptions for malicious purposes including, but not limited to, network sniffing, ping floods, packet spoofing, denial of service of any kind, and forged routing information for malicious purposes
 - Port scanning or vulnerability scanning for malicious purposes is prohibited. Non-malicious scanning that is part of a City-sanctioned security process is allowed. ITSD should be notified prior to any such scanning
 - Circumventing user authentication or security of any device, network or account
 - Maliciously interfering with or denying service through a denial of service attack, or by other means
 - Using any program/script/command, or sending messages of any kind, with the intent to interfere with, and/or disable, another user's device or session, via any means, locally or via the City's network
 - Adding/removing hardware components, attaching external devices, and/or making configuration changes to information technology devices without the explicit approval by ITSD
 - Storing confidential data on personally owned devices.

Privacy and Monitoring

1. City systems may be monitored by ITSD to support operational, maintenance, auditing, security and/or investigative activities including enforcement of this Directive, legal requests, and public records requests or for other business purpose.
2. Only Department Directors or higher may request monitoring of City administered IT systems for employees under their supervision for administrative purposes. Unauthorized monitoring or reading of electronic communications systems or their contents violates this Directive.
3. Any request to monitor must be approved by the CIO or his/her designees as well as the Human Resources (HR) Director or higher.
4. To obtain the necessary authorization, a written request from the requestor's Department Director to the HR Director must include subject employee information (i.e. name, employee number), a specific description of request (e.g. Email, share drives, web usage, telephone call logs and voice mail, etc.) and name and phone number of the employee in the requesting department who is responsible for coordination of the request.

The HR Director will forward the request to the CIO or designees for concurrence as well as to assign staff from ITSD to assist as necessary with any monitoring activities.

Roles & Responsibilities

Users

1. Users are required to adhere to the provisions of this AD.
2. Users should be aware that all information created, stored, or processed by a COSA information technology system is the property of the City of San Antonio. There should be no expectation of user privacy or confidentiality with regard to any files, including Email, stored on City computers. Any materials stored or processed on City information systems may be monitored and reviewed by City management at any time. In addition, users should be aware that any information processed and/or stored on any City information technology system is subject to applicable open records laws.
3. All lost equipment must be reported to the ITSD Service Desk. All stolen IT equipment shall be reported to the San Antonio Police Department (SAPD) and the associated case numbers reported to the ITSD Service Desk. COSA IT equipment can be any City-owned device, mobile device, and/or personal device that contain COSA data. In addition, all COSA capital assets that are lost or stolen shall be reported to the Finance Department in accordance with A.D. 8.7.
4. Users who voluntarily terminate employment or contract, retire, or are transferred, will be required to review their e-mail accounts with their supervisor or sponsor. The user's supervisor or sponsor is responsible for ensuring that e-mail records are properly classified and stored. All unnecessary working or convenience copies shall be disposed of appropriately.

ITSD

1. ITSD and Human Resources will provide City departments with initial communication and training regarding application of this directive. However, City Department Directors are ultimately responsible for communicating the policies established in this AD to all personnel in their respective departments and for ensuring compliance within their respective departments.
2. ITSD is responsible for publishing and disseminating the standards and procedures established to implement this directive to all relevant personnel, third-party users including (contractors, consultants, vendors, business partners etc.) and for monitoring compliance. City departments who work with third-party users are responsible for identifying the third-party users to ITSD upon on boarding and terminating.
3. ITSD is responsible for ordering, inventorying, managing, and supporting all of the City's information technology assets, which includes, but not limited to, desktops, laptops, tablets, mobile phones, servers, software, mobile applications, networking equipment, and printers.
4. Any computer-based device may be disconnected from the City network at any time, if continued connectivity constitutes a threat to the City or any City-administered information technology system. ITSD will attempt to contact the business owner responsible for the computer prior to disconnecting as long as such notification does not allow further degradation of the City-administered information technology systems. Such notification will be made after the disconnection, if prior coordination was not possible.
5. User's access may be terminated if he/she is found in breach of this directive. Service may be restored to the user following a written request by the user's Department Director or sponsor.
6. ITSD may isolate a sender's email message from reaching a user's City e-mail account. The following process must be followed in order to isolate email messages sent to the City's email system:
7. A user who receives repeated or multiple unsolicited, unacceptable annoying, alarming, abusive, embarrassing or offensive e-mail messages from a sender outside of the City must request the sender to stop sending such messages and inform the sender that any emailed requests for City records or documents must be sent to the City's Officer for Public Information at:
<http://www.sanantonio.gov/opengovernment>.
8. The user must provide copies of the messages and all correspondence between the user and sender, to the user's Department Director or appropriate Executive Leadership Team (ELT) member along with a written request to have ITSD isolate the sender's e-mails.
9. The Department Director or ELT member and the Office of the City Attorney will review the request and determine if the request is warranted.
10. If the request is deemed warranted and subsequently approved, it will be submitted to ITSD Customer Service for email isolation.
11. ITSD will work with Human Resources to provide a security awareness training program annually to City employees.

<p><u>Department Directors and their Designees</u></p>	<ol style="list-style-type: none"> 1. Departments are responsible for implementation, training, and enforcement of the data classification standards defined by the Texas State Attorney General's Office as they apply to information created, stored, or processed on City-administered technology or equipment including data retention and disposition. 2. Department Directors are responsible for any disciplinary actions taken against employees who violate this policy. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary actions to be taken against employees who violate this policy. 3. Department Directors/designee are responsible for requesting all IT services and equipment including, desktop computer, laptop, tablet, mobile phone or other mobile IT equipment as well as access to non-departmental data. 4. IT assets requested by Department Directors will be assigned to the department in the COSA asset management system. Director/designee and the user receiving equipment will be required to complete all necessary forms accepting accountability for equipment and will be responsible for use and protection of asset. 5. Upon the voluntary or involuntary termination of any department employee or non-employee with system or physical access, or upon notification of such termination, the Department will notify HR and ITSD to ensure access authorizations are revoked. Department will take custody of, or ensure the safe return, modification, or destruction of the following items assigned, or relating, to the terminating or notified person: <ul style="list-style-type: none"> • Keys, parking passes/cards, and identification badges. • Change lock combinations and passwords that would have been used by terminated user on department managed systems not accessed through their network password. • Collect sensitive documentation, along with operator procedures, and other documentation and manuals. • Notify ITSD prior to any reassignment of COSA owned computers, mobile devices, software or other IT assets. 6. Department Directors will be provided a biannual departmental IT equipment inventory for discrepancy reconciliation.
<p><u>Office of the City Clerk</u></p>	<ol style="list-style-type: none"> 1. The Records Management Officer will, in cooperation with ITSD, ensure that appropriate training and communication, retention, maintenance, and disposition requirements for applicable information are in accordance with AD 1.34 Paper, Microfilm, and Electronic Records Management. 2. Responsible for the creation, maintenance and administration of all rules regarding the classification and protection of applicable information stored on City-administered information technology systems.

Human Resources

1. Human Resources Department is responsible for providing accurate job descriptions and requiring security responsibilities to be addressed in the terms and conditions of employment. Candidates for employment will be adequately screened, especially for positions of trust. Furthermore, management will require employees, contractors and other users, to apply security in accordance with established policies and procedures.
2. Human Resources will provide guidance to department for disciplinary actions associated with violations of the directive.
3. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. New employees are provided a copy of this directive and users with network and application access are enrolled in security awareness training which includes an acknowledgment regarding the acceptable use of COSA technology.
4. The HR Director will consult with the Chief Information Officer (CIO) or his/her designee in approving any monitoring of systems for personnel administration purposes.

Discipline

Compliance with COSA administrative directives, security policies, and/or procedures is the responsibility of all COSA employees, contractors and/or other third parties. The City can temporarily or permanently suspend, block, and/or restrict access to information or physical assets, independent of such procedures, when it is reasonable and associated probable cause exists to do so in order to protect the confidentiality, integrity or availability of City resources as well as protect the City from liability, and/or to comply with applicable federal, state, and municipal laws, regulations, statutes, court orders, or other contractual obligations. Violations of any of these directives shall result in disciplinary actions in accordance with section 2 of Rule XVII of the Municipal Civil Service Rules for civilian employees, or in accordance with Chapter 143 of the Texas Local Government Code and current respective Collective Bargaining Agreement for uniformed employees covered under collective bargaining agreements. Administrative action may range from reprimand and loss of access privileges to suspension to separation of employment. Violations may also result in civil and/or criminal prosecution.



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Implementation Approach

Methodology

BFM will be implemented using the Euna Budget Enterprise Implementation Methodology (Methodology) which has evolved to incorporate lessons learned over more than 30 implementations. This approach complements traditional project management approaches with a modified agile methodology. Our Methodology provides additional steps and attention to the configuration of budget processes (budget forms and reviews), projecting salaries and benefits, monitoring and changing adopted budgets, and providing the flexibility of data inquiry to select information, analyze events, and create alternatives and recommendations.

Our Methodology centers on incremental and iterative design, development, and test cycles directly linked to budget subprocesses. This approach:

- Prioritizes users' experience with the software and configurations at the start of the project
- Provides a heightened level of urgency
- Accelerates proof of quality
- Improves collaboration and partnership with stakeholders, and
- Eliminates misunderstanding and gaps

Budget Enterprise's success can be attributed to consolidating leading practices from more than a hundred budget system projects to deliver quality on-time budget solutions with less risk and continuous focus on achieving your goals and objectives. Over many implementations our Implementation Methodology has proven to be of immense value and performance to a budgeting project bringing focus to the budgeting system requirements such as modeling, budget transfers, personnel allocation, capital programming, while also supporting activities not yet identified or even considered at the time the requirements were drafted. **Our consultants will do the heavy lifting and drive the project using your team's knowledge of your processes and needs while taking much of the burden off your team.**

A Budget Enterprise implementation, along with the expertise of your staff, will result in a stellar solution and extensive transformation experience alongside proven risk-averse project management and implementation.

Budget Enterprise's Unique Implementation Advantages

Immediate Immersion

We begin by working with you to establish a project team including a Budget Enterprise System Administrator. Initial project activities include conducting demonstrations of Budget Enterprise

and giving end-users hands-on experience with the software early and often. The software is designed to be user-friendly, self-explanatory, and self-educable.

Early Configuration and Playback

System configuration occurs during and immediately following all training and process workshops in an iterative fashion. Your project team members observe and participate in the configuration. Your team will become familiar with the software and be encouraged to provide feedback early in the project, instead of waiting until formal testing, which is often too late in the process to solicit opinions and implement configuration design changes without adding project risk. When the team is familiar with the software, workshops are more effective as the ability of project members to analyze alternatives is enhanced.

Seeing Budget Enterprise in action early in the project enhances learning, acceptance, and the ability of the team to identify, review, and select alternative approaches. Early feedback from your team ensures all budget processes are satisfied and design errors normally not noticed until user acceptance testing (UAT) are reduced or even eliminated.

Promotion of knowledge transfer

Important to your success is our practice of making knowledge transfer a priority. Our implementation team will provide knowledge transfer through informal review sessions and formal training throughout the implementation of your system. For example, the Budget Enterprise team will initially load your chart of accounts, demonstrating each step of the process for your team. Your project team will follow using the jointly developed Budget Enterprise System Administration Guide to practice loading the chart of accounts and test the results. This knowledge transfer process also facilitates refinements to the Administration Guide to ensure your team has the written resources needed to be successful post-implementation.

Our Methodology ensures the budgeting system will not only meet your initial requirements, but may also identify additional user needs not yet identified or even considered.

Considerations for a Budget Enterprise Implementation

- We prefer converting as much data as possible early in the project to make presentations and discussions more effective. It is fully expected much of the initial conversion will be updated throughout the project. In some cases, completely different approaches to data setup result from our workshops and report reviews.
- Your Budget System Administrator will be the primary communicator with your Budget Office, department representatives, and other stakeholders. This is done to ensure your Budget System Administrator is fully aware of all activities, Budget Enterprise functionality, and project schedule. Our team will willingly participate in meetings and presentations, but your Budget System Administrator should plan on leading much of the discussion.
- Your Budget System Administrator will train other team members as needed. Training is one of the best ways to test your knowledge.

- There are some budget system administration areas that require multiple training sessions (e.g., measures, reporting). We have found breaking up training into smaller, digestible pieces is better than big-bang training.
- You will take the lead on customizing the Budget Enterprise System Administrative Guide. We will provide the base template for the Administrator Guide which your System Administrator will update to use your screenshots and other specific information. We will fill in the document together for some more complicated pieces.
- We expect change and plan for change. During each configuration or process review, your team will learn more about software possibilities and we will learn more about your processes. As the project progresses there will be a time when things must become fixed for training documents and go-live activities, but until then the configuration may change often.

High-Level Project Management Approach

A Budget Enterprise project expands on traditional project management with additional emphasis in critical areas:

Project Initiation

A select working group of the project team will immediately start identifying the critical activities necessary for the implementation and scheduling of resources and tasks to meet project objectives. This includes an initial workshop to understand your budget processes and confirm Budget Enterprise has a complete understanding of requirements, related processes, and schedules. This may also include specific changes to processes the City would like to make and introduction of best practices Budget Enterprise has found effective with other clients. The information gathered in subsequent workshops will enable the team to finalize the project schedule and management plan.

Establish BFM Environment

The City's BFM environment will be created prior to the initial budget workshops. This will allow for system demonstrations, rapid configuration, and prototyping to accompany the workshops. Budget Enterprise's reporting environment is established concurrently with design, conversion, and configuration activities. This allows for more efficient data verification and is aligned with Budget Enterprise's knowledge transfer strategy. Budget Enterprise will show the project team how to generate and interact with the reports Budget Enterprise delivers, as well as how to revise and create new reports.

Visioning & High-level Process Workshops

Visioning workshops confirm Budget Enterprise's understanding of the success factors driving the project. Budget Enterprise wants to understand what works well today and the City wants to preserve vs. what are the biggest improvements the City would like to make. Budget Enterprise's high-level process overview workshops walk the team through the major steps in the budget process, diving down through the steps as the project progresses. At each step of the process, Budget Enterprise identifies potential opportunities for improvement. Following these workshops, Budget Enterprise refines the remaining workshop schedule and identifies process changes and potential Business Process Reengineering (BPR) prospects.

Project Scope Analysis

Budget Enterprise applies a scope management process specific to budget system implementation and leverages a rapidly configurable product. Our process aligns project resources to the City's requirements to ensure the project is focused on producing an enterprise-wide budget formulation system. Our goal is to not take up project time reviewing RFP requirements for inclusion and debating scope. Rather we want to provide the best, most complete solution for the City. Budget Enterprise enters this relationship, with our eyes wide open. We accept new and previously unforeseen requirements will need to be addressed.

A scope management effort at a BFM project documents the requirements of the project by:

- **Identifying success targets** - Clearly define what is to be accomplished. Success targets provide a context for evaluating alternatives and making scope decisions throughout the project.
- **Defining boundaries** - A scope statement based on the RFP sets the initial boundaries of a project and defines the work to be performed for each go-live event. As the effort progresses, changes and refinements are inevitable. Expansion in scope requires the project team to isolate and prioritize enhancements. If we stay focused on the priorities of the system, most items, even late requests, will be part of the project.
- **Carefully controlling changes** - Effective scope management requires attention and careful control of changes. The project team needs to assess each change for its impact on effort and schedule. Then, balancing benefits and opportunity costs in the context of project success targets, the team decides whether to incorporate the change and how and when to do so. Our approach to scope changes varies as the project progresses. Changes that are clearly viable can be added to the project schedule with a simple project team agreement. However, as we near critical go-live dates, a more formal procedure is followed to assess impacts.
- **Critical point control** - Scope must not grow beyond a critical point. Plans must be feasible and not overly optimistic. Budget projects generally have a specific go-live date that is difficult to adjust (there is one time per year for each process to begin). It is possible that changes near go-lives for any given process could add risk or project delays, at which point a careful assessment is made to compare the critical nature of the change request versus potential impact. We have been very successful in past BFM projects with not only including required scope in critical go-lives, but also phasing additional scope to staggered rollouts. Any changes in scope that will increase costs or could risk project delays will be reviewed by the project managers and presented to the Project Steering Committee.
- **Cost of Scope Changes** - In any RFP, there are some key items that are part of a budget process that are not included – it is simply impossible to identify every requirement. Budget Enterprise has reviewed the Client's RFP and budget processes in detail and based on our experiences, understand the expected scope. Budget Enterprise does not require formal change requests or increases in services for most changes. For every client, Budget Enterprise has managed to find some areas that require less effort, and we willingly shift our resources and apply the savings to unanticipated requirements or complex derivatives.

Reports & Publications Review

Unique to Budget Enterprise's methodology, Budget Enterprise conducts small workshops where it identifies the data source of every field in all required documents at the beginning of the project. This is done early and often since reports must drive the system configuration. Doing this we avoid preventable manual intervention and rework later in the project. The outcome of these workshops is the beginning of the data dictionary and elements of the budget form and master data design. Reporting is constantly evolving. Once the City understands the system capabilities additional data and reporting may be added to the environment.

System Implementation Guide

Budget Enterprise takes a slightly different approach to documentation during the Implementation Analysis phase. Instead of a design document, Budget Enterprise immediately begins work on the Budget System Implementation Guide. There are several reasons for this. A design document, set up as a deliverable, becomes outdated the minute it is signed off. Budget systems and processes are fluid and need to accommodate change. Budget Enterprise instead focuses on a deliverable outlining the design in a manner is useful to the City, immediately and ongoing. Budget Enterprise's Implementation Guide is extremely detailed, training users on system navigation (all fields, step-by-step) and how BFM will be specifically configured to the City's processes. This document will be initially delivered at the end of the first configuration phase, but it is important to note it is a living document and will be updated for the duration of BFM's life cycle.

Chart of Accounts Review

Budget Enterprise's initial workshops establish the chart of accounts required, tracing back to required reports and publications. Budget Enterprise then loads the City's chart of accounts elements and hierarchies so the prototypes will use realistic examples. Almost immediately, the chart of accounts will include revenue sources (funds), expense categories, accounts, organizations, and projects. By establishing City's metadata, the system can be visualized, and procedures tested.

Design/Configuration Workshops

Every budget process will have individualized design and configuration workshops with City Subject Matter Experts (SMEs) regarding the City's data management systems and forms. The workshops will identify every critical component of the budget process including:

- **Screen Design** – Identifying access points, form headers, columns, chart of account elements, text boxes, etc.
- **Workflow** – The entry and review stages. Identify validation rules and approval processes.
- **Reports** – Identify all the required reports supporting processes. Identifying every element in the reports. Ensuring the forms and processes are capturing all required information.
- **User Security** – Identifying security roles for access to processes, and user access controls to restrict access to appropriate analysts by organization, group, fund, responsibility center, etc.

City SMEs will provide feedback and refinement based on their specific knowledge of the budget processes, statutes, and administrative procedures and policies. Form design and configuration is an iterative process; users will describe and whiteboard the processes and then actually observe and touch the forms as they are configured. It is not unusual to have multiple iterations of seeing and touching before the team members are confident they have designed and implemented the correct approach.

Data Conversion

Concurrent with the design workshops, Budget Enterprise begins converting data into BFM. Seeing actual financial and HR data in the system is important to understanding how the new system will work.

System Testing

Budget Enterprise's testing methodology is specific for budgeting software. Budget Enterprise has developed testing worksheets to be followed by the Budget Enterprise project team as well as the City. The key to this methodology is testing the software using real production data, security, and test cases.

A key to successful testing is building the solution in the Production environment; this ensures the maximum amount of testing and exposure to the actual components that will support live operations.

Testing is a mix of formal and informal testing, which is critical for success. City users will test the forms early in the project in a methodology closer to user acceptance testing (UAT) than unit testing. As part of the process, full end-to-end workflow and corresponding reports are tested, including unit and integration testing, City testing, and formal integration testing.

- **Unit and Integration Testing** - Budget Enterprise performs all initial unit and integration testing. This means we test to ensure all interfaces and conversions are working as designed, configuration is tested, and the end-to-end processes are successful. We want to save project time by providing test-vetted solutions.
- **Client Testing** - Immediately after unit testing is completed for a given module, we move to client testing. The project team will see any configuration as soon as it has been vetted by the Budget Enterprise team; this continues knowledge transfer and ensures any changes the City may want to make are identified early in the process and do not wait for formal testing later in the project. We will conduct short training sessions for each module then let the project team into the system to conduct both positive and negative tests. Positive tests ensure the product is working as designed. Negative tests involve trying to perform activities that are not part of the process to 'break' the system. For example, a negative test is typing "FRED" in as a dollar amount in a budget form. You should receive a friendly error. While not very time consuming, this process provides invaluable feedback that is applied to future configuration efforts. We coordinate this with creating end-user training documents. This ensures the entire process is considered and tested, including security, workflow, and reports.
- **Formal Integration Testing.** By the time Integration Testing begins, the project team should be confident that all tests will pass. At this point, Budget Enterprise has done extensive unit testing, and the project team has seen all aspects of the

application. End-user training guides have been drafted which are leveraged to develop test scenarios. Testing in this phase is performed to ensure that the end-to-end solution meets client requirements, and the Implementation Guide is complete.

Project Status and Communication

Communication, including reporting on project status is one of the most critical success factors for any project. A Budget Enterprise project focuses on end-user communication, regularly reporting on project status, and issues, and providing stakeholder briefs.

A Budget Enterprise project focuses on the following communication activities:

- **End-user Communication** - This is a component of Organizational Change Management but is critical to project success. Budget Enterprise will involve City stakeholders and end-users early and throughout the project, allowing them to review and use the system well before go-live and provide demonstrations of functionality and processes as they are configured.
- **Report on Project Status** - The Project Team will identify the status of milestones and key deliverables. Tasks that are overdue will be highlighted.
- **Report on Issues** - The Project Team will report on outstanding issues and their impact on the project. The team will make recommendations regarding how to resolve these issues and track progress until they are resolved.
- **Stakeholder Briefs** - The Project Team will schedule regular meetings with the Project Steering Committee and other client stakeholders. The Project Team will provide an agenda to:
 - Update meeting participants on project status.
 - Resolve escalated issues and key decisions.
 - Discuss key risks.

Quality Management and Risk Assessment

Throughout the project, the Budget Enterprise team tracks the overall quality of our efforts and deliverables. Budget Enterprise's quality management starts with recognition and attention to project risk. The Budget Enterprise project manager is responsible to categorize issues, identify alternatives, develop recommendations, and revise project deliverables. Budget Enterprise's quality management team is led by our Project Executive, who has participated in multiple large enterprise implementations. The team ensures all project reports conform to proper risk assessment, industry deliverable standards, and client expectations.

Budget Enterprise in coordination with the project team will report on:

- **Major process changes** - New or revised processes can add complexity, training requirements, and opportunities for unforeseen issues. These will be fed into the communication plan and may be presented to the project steering committee as needed.
- **Data integration** - Integrating complex sources of data with existing systems requires on-going coordination, cooperation, and planning.
- **Project team availability** - Plan around known conflicts. The project team will often be balancing multiple important demands.

- **Decisions** - Alternatives and recommendations need to be reviewed and analyzed. Often executive input is required. Budget Enterprise will track the status of all outstanding project decisions and recommendations. Decision papers are created for complex issues.
- **Enterprise coordination** - Budget systems are not developed or operated in a silo. Budget Enterprise will work with City stakeholders to coordinate and report on complex issues arising from integration of multiple campuses, colleges, and services.

Training and Knowledge Transfer Overview

Budget Enterprise Training Approach

Budget Enterprise's training methodology is to engage users early and often during the project implementation to ensure optimal configuration of the system, improve end-user acceptance, and create productive use of the solution on go-live. Budget Enterprise's training approach is different from the traditional waterfall training approach. Rather than waiting until user acceptance testing for users to have exposure to the system, Budget Enterprise engages users from the beginning; thus, **training effectively starts early in the project and continues throughout the project.**

Workshops

Design and Process Workshops are typically held twice a week for the first month, then on a weekly or bi-weekly basis for the remainder of the project. Additionally, training-style meetings to review configurations and allow the City's project team to work in the application are also taking place during this time. Budget Enterprise is flexible in creating a meeting schedule that works best for the City's project team.

Budget Enterprise will conduct project meetings and virtual trainings via Zoom or Teams. In every work/training session over the course of the project, Budget Enterprise consultants will hand over the configuration to the City's analysts and users to make system adjustments. For example, Budget Enterprise will load chart of account data or create one or two form fields and then train the administrators to make future changes. Virtual screen sharing easily allows the Budget Enterprise team to assist trainees (e.g., answer questions, assist with navigation, etc.). Simultaneously, project team members are writing the Administrative Guide and inserting step-by-step instructions to make system configuration changes. We have found this methodology enhances staff comprehension immensely.

End-User Training

Budget Enterprise's end-user training methodology is a Train-the-Trainer approach, with members of the City's project team conducting the end-user training for users. This ensures the project team is the centralized source of information and solidifies the project team's knowledge of the solution. Training is provided for all levels of the organization.

Training Materials

Budget Enterprise takes a collaborative approach to developing customized training materials. Because our software is highly configurable, implementation of the system will be unlike any other clients. This means standard off-the-shelf training materials will not suffice. Budget

Enterprise will start with templates of the software capabilities and begin customizing these materials as workshops commence.

As part of Budget Enterprise's implementation process, Budget Enterprise will work with the City's Project Team to develop a series of custom end-user guides. The guides are created by the Budget Enterprise project team and eventually handed over to the City's Project Team for continued customization. The combined project team will validate the guides as they conduct testing. The City's project team will also add client-specific guidance, policies, and procedures to the documents, which will be used during training and in subsequent budget cycles.

In Budget Enterprise's experience, **proactively engaging all users throughout the implementation process builds a sense of ownership and enhances acceptance of the new system.** Hands-on experience during implementation prepares end-users for the transition and reduces or even eliminates the risk of surprises with the final product.

Key Benefits of The Budget Enterprise Training Plan

Budget Enterprise Training Plan	Benefits
Identify Trainers Early	Budget Enterprise includes trainers at every opportunity throughout the project, especially in knowledge transfer activities. In Budget Enterprise's experience, many questions in training classes involve budget policies so Budget Enterprise recommends using the client's budget office team as trainers whenever possible. However, Budget Enterprise can also do all end-user training.
Just-in-time Training	Users need to be in the system immediately after the training to practice and retain what they learned.
Real-world Material	Incorporating budget policies (client's budget instructions) into training makes the training inclusive of information users need to know.
Training Open House	After completion of the training, Budget Enterprise recommends virtual conference sessions staffed during designated hours to support users to enter their actual budgets with on-site support. Users may attend sessions to get started on the process or they may attend after having entered their budgets if they have a few remaining questions.
End-User Training	Budget Enterprise's team will not only train the trainers, but also participate in end-user training sessions to provide support to the training team.

Administrator Training

In every work session over the course of the project, Budget Enterprise consultants will hand over the configuration to the City's analysts and users to make system adjustments. For example, Budget Enterprise will load chart of account data or create one or two form fields and then train the administrators to make future changes. Simultaneously, project team members are writing the administrative guide and inserting step-by-step instructions to make system configuration changes.

Knowledge transfer is critical to project success. Our knowledge transfer plan will identify user roles for the project team configuration, on-going maintenance, end-user budget entry, budget analysis, reporting, etc. Each role will have required skills and skill levels. A plan will be in place to ensure each member achieves their required level. We continually perform both formal and informal knowledge transfer activities. Formal training may be followed by a 1-on-1 mentoring session on specific components to the City's budget process. Our Implementation guide will ensure appropriate documentation exists for budget office personnel to maintain the system.

Members of the project team will develop various degrees of system knowledge. For example, subject matter experts will have a complete understanding of BFM as it relates to their specific requirements and skillsets. The following training activities will be provided to the project team:

- BFM – general system overview
- Budget form configuration and workflow
- Personal cost forecasting
- Report development
- Chart of accounts (SAP and Workday), dimensions, meta data, hierarchy tables and groups
- Security
- Administrative functions

Budget Enterprise also provides the Budget Enterprise Academy for administrators as well as knowledge transfer throughout the project. System administrators training is a combination of formal training and on-going, hands-on knowledge transfer activities provided throughout the project.

Custom Training Materials

Budget Enterprise takes a collaborative approach to developing customized training materials. Because BFM is highly configurable, implementation of the system will be unlike any other clients. This means standard off-the-shelf training materials will not suffice. Budget Enterprise will start with templates of the BFM software capabilities and begin customizing these materials as workshops commence.

As part of Budget Enterprise's implementation process, Budget Enterprise will work with the project team to develop a series of custom end-user guides. The guides are created by the Budget Enterprise project team and eventually handed over to the client project team for continued customization. The combined project team will validate the guides as they conduct testing. The project team will also add client-specific guidance, policies, and procedures to the documents, which will be used during training and in subsequent budget cycles.

The following training materials will be developed and delivered during the implementation by the Budget Enterprise implementation team:

1. **System Administration Guide:** This document is originally authored by Budget Enterprise, but the System Administrators are encouraged to update the document throughout the lifespan of BFM. This guide provides appropriate documentation for the application administrators to maintain the system, including creating models.

2. **Reporting Administration Guide:** Budget Enterprise will develop this Guide and provide to Report Administrators during training.
3. **Reporting Configuration Guide:** Budget Enterprise will develop this Guide and provide to Report Administrators during training.
4. **End-user Training Guides:** These will cover all major functional areas; initial drafts will be provided by Budget Enterprise. The project team will add client-specific guidance, policies, and procedures.
5. **Quick Reference Guides:** Budget Enterprise will develop these one-page overviews of specific BFM functionality.

System Interface Plan

Budget Enterprise uses a simple connection to the source systems. Our transformation layer allows us to quickly configure the interfaces to meet client needs without impacting source mappings. Budget Enterprise configures client-provided APIs for integration. During the project workshops, a list of integrations required will be developed and any information required from the City will be gathered.

The technical team will configure the integrations required, test and then validate with the project team. We provide the budget team full access to the budget system database in all environments. With appropriate security levels, we can provide direct access to the servers and databases at any level of access requested by the client.

BFM will collect financial information including but not limited to:

- Expenditures by Period (daily if desired)
- Revenues by Period (daily if desired)
- Encumbrances and Pre-encumbrances
- Master Data (account, organization, attributes)
- Budget Modifications
- Transfers (Budgets and Actuals)

BFM may have a need for additional financial information not readily available within the financial system or is not current or suitable for budget reporting. This information can be entered online or through Excel integration. The following information is often interfaced into BFM, but there are no limitations:

- Fund balances
- Depreciation schedules
- Detail revenue fees by type and location (for example, specific revenue entrance fees by City parks)
- Service fees (inspection and user fees)
- Excise taxes
- Consensus revenue forecasts

CITY OF SAN ANTONIO



Administrative Directive	7.8d Access Control
Procedural Guidelines	Controlling Access to City Systems
Department/Division	Information Technology Services Department (ITSD)
Effective Date	June 01, 2013
Revisions Date(s)	December 14, 2017
Review Date	
Owner	Patsy Boozer, CISO

Purpose

This Administrative Directive (AD) provides a framework for controlling access to the City of San Antonio's (COSA) information assets. It identifies requirements and responsibilities needed to properly manage access control, helping to ensure the confidentiality, integrity and availability of City system(s). This directive supersedes 7.8c on Remote Access, 7.8d on Account Access Management and 7.8e on User Account Management.

This directive is designed to help control logical and/or physical access to COSA information assets. COSA is subject to federal and state regulations and/or requirements that govern access control requirements (i.e. tax record laws/regulations, public records, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Criminal Justice Information Services (CJIS) policy for Criminal Justice Agencies (CJA) and Noncriminal Justice Agencies (NCJA), Payment Card Industry (PCI), etc.).

Controlling access to COSA systems prevents unauthorized access; limits access to sensitive resources; and restricts users to performing functions that are within the scope of their authority and/or responsibility. Access controls also assist in controlling the kinds of data, transactions, operations and activities that may be performed on COSA IT Systems. Appropriate access controls provide reasonable assurance and user accountability that access attempts, actions taken and transactions committed may be associated with a specific individual. Access Controls also pertain to the proper classification and protection of physical and logical diagrams, personnel listings, operations manuals, and IT system configuration information among other data. Improper access controls within units and departments can reduce the reliability and integrity of computerized data as well as increase the risk of data destruction, unauthorized program changes and/or other inappropriate disclosure of data. Should confidential information be disclosed, it could result in unnecessary vulnerabilities to the COSA environment.

Policy Applies To

<input checked="" type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Temporary Employees
<input checked="" type="checkbox"/> Full-Time Employees	<input checked="" type="checkbox"/> Volunteers
<input checked="" type="checkbox"/> Part-Time Employees	<input checked="" type="checkbox"/> Grant-Funded Employees
<input checked="" type="checkbox"/> Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees

<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	<input checked="" type="checkbox"/> Vendors, Contractors, Partners and Other Third Parties
Definitions	
Access	The ability to do something with a computer resource (use, change, or view).
Access controls	A manual or automated mechanism by which a system grants or revokes the right to access some data, or perform some action. Access controls are the means by which the access ability is explicitly enabled or restricted in some way and they enforce segregation of duties. Access controls can be onsite via local network, offsite via remote network and/or physical access by token or badge.
Authorization	The mechanism by which a system determines what level of access a particular authenticated user should have to sensitive resources or data controlled by the system.
Availability	The mechanism whereby systems and networks provide adequate capacity in order to perform in a predictable manner with an acceptable level of performance.
Confidentiality	Ensuring that the information and processing capabilities of City information assets are protected from unauthorized disclosure or use.
Identification	The process whereby a network element recognizes a valid user's identity.
Information Systems	Computer(s), hardware, software, storage media, and network(s); the procedures and processes used to collect, process, store, share or distribute information by and through the City's computing and network infrastructure.
Integrity	Ensuring that information held on information systems is not subject to malicious or accidental alteration and that system processes function correctly and reliably.
IT Resources	Any IT related or physical resource associated with IT such as IT infrastructure, databases, networks and software packages and applications.
Least Privilege	An access control principle requiring that a computer user be given only the level of access needed to perform their job duties.
Network	A group of two or more computers linked together to facilitate communication, data sharing and processing among other computer activities.
Segregation of duties	The process of segregating work responsibilities to help ensure critical stages of a process is not under the control of a single individual.
User	Any employee or non-employee who uses COSA-administered information assets and/or system(s), exclusive of COSA's web pages.
Policy	
<ul style="list-style-type: none"> • COSA is required to implement, access and apply security controls, including access control(s) to protect sensitive and regulated data by Federal and state laws/regulations, as well as industry standards (e.g. Payment Card Industry) • The National Institute of Standards and Technology (NIST) Cyber Security Framework based on 800-53 Security Controls and industry best practices have been adopted by COSA to provide a protection framework for maintaining the confidentiality, integrity and availability of COSA systems and data. 	

- Organizational responsibility for the development, implementation, maintenance and/or compliance monitoring of this directive is placed with the Information Technology Services Department (ITSD).
- All information generated by and/or stored in COSA information technology systems are the property of COSA.
- Access to COSA's information and IT resources must conform to all administrative directives and ITSD security requirements.
- Access authorization should be formal, well-defined, documented and an auditable process.
- Access to COSA assets is based on an individual's membership in a group, job function and/or role in their assigned City department. Access permissions will use the principle of least privilege. All other access requires justification and approval.
- Logical and physical access controls implemented should be risk-based. Once access controls are implemented, they must be audited at least on an annual basis.
- A unique identifier and authenticator must be established for each individual (i.e., user ID) or process requesting access to COSA IT Systems.
- Where technically feasible and appropriate, access controls will enforce segregation of duties.
- COSA departments are responsible for non-employee and special account sponsorship and compliance with ITSD established provisioning and de-provisioning procedures.
- Remote access to COSA resources must comply with Human Resource (HR) and ITSD established provisioning and de-provisioning procedures.
- COSA Departments are responsible for ensuring compliance to this Directive.
- ITSD is responsible for monitoring compliance with this Directive.

This directive applies to:

- All information technology systems procured with COSA funds and/or used in the conduct of COSA business.
- All technology users who access COSA networks, data and/or applications including employees, contractors, consultants, vendors, partners and/or other third parties.
- All electronic messaging, equipment and technology that are owned or administered by the City including computers, mobile devices or personal devices reimbursed through COSA stipends (A.D. 7.9).
- All software, applications and/or, information system(s) developed by City personnel with City funds or licensed to the City.
- All data processed, stored and/or transmitted by a City Information Technology System(s).
- All data residing on 'Bring Your Own Devices' (BYOD) that use the COSA network.
- All remote access to the COSA network.
- All information collected or maintained by or on behalf of the City as well as all information assets used or operated by a City employee, a City contractor, a City vendor, or any other organization on behalf of the City.

Business Requirements for Access Control

- Users requesting physical access to a City facility controlled by an access control system or logical access to an information system must have completed the HR new employee or COSA third party sponsorship, background check, and attestation process.
- Local, physical and/or remote access to information resources must be explicitly approved through the user provisioning and de-provisioning, account access and/or the COSA ID request process.
- All access to the COSA network shall utilize ITSD approved technologies.
- Local, physical and/or remote access controls will be periodically reviewed for validity by ITSD, COSA department(s) and or application owners.

Non-Employee Access Requirements

To obtain local, physical and/or remote access to COSA IT resources, all third party non-employees (contractors, vendors, partners and consultants) must:

- Be sponsored by a City Department Business Owner through the non-employee provisioning process.
- Utilize defined user accounts that are only active during the individual's expected period of work or 90 days, whichever is shorter. Third party accounts not used for 90 days without prior notification will be disabled.
- The sponsoring Department is responsible for notifying Human Resources by submitting an SAP withdrawal/termination when a non-employee is no longer supporting their department.

User Access Management and Responsibility

- No individual shall engage in any activity which attempts to compromise COSA information assets or data regardless of intent.
- Any attempt to bypass or disable security controls or measures to gain unauthorized access to COSA IT assets or data is expressly forbidden.
- Departmental Data Owners are responsible for authorizing access to information.
- Access to COSA IT assets must be disabled upon separation of the employee.
- Accounts for individuals who are in a Leave of Absence (LOA) status must be disabled on the first date of absence and for the duration of the leave.
- All COSA Information Systems must be periodically screened for inactive accounts. Accounts will be disabled after 90 days of continuous inactivity or as soon thereafter as technically feasible.

Roles & Responsibilities

Employees

- Must follow the policy provided in this directive for all physical and logical access to COSA owned facilities, networks, systems and/or applications.
- Must notify the ITSD Service Desk with any concerns regarding unauthorized physical or logical access to COSA owned facilities, networks, systems and/or applications.

<u>Departments</u>	<ul style="list-style-type: none"> • The Department Business System Owner is responsible for ensuring that appropriate access controls have been developed and documented in accordance with this AD. • Must Complete a COSA third party sponsorship process for any sponsored users. • Must notify HR and ITSD when a sponsored user is no longer providing support.
<u>ITSD</u>	<ul style="list-style-type: none"> • Maintains the user processes required for physical access and COSA domain user accounts. • Provisions and de-provisions access based on Departmental Business Owner authorization and approval. • Reviews and monitors data center access and domain user accounts. • Supports review process for Departmental physical and logical access controls. • Responsible for developing and maintaining an implementation standard and monitoring compliance for this directive for business systems under management control. • Responsible for working with HR to publish and disseminate the policies, standards and procedures which implement and enforce this directive.
<u>Human Resources</u>	<ul style="list-style-type: none"> • Provides support for the COSA third party sponsorship process for any sponsored users including provisioning or de-provisioning in SAP. • Support a periodic review of SAP third-party accounts that were suspended based on the ITSD 90-day inactivity review.

Euna Budget Enterprise Business Continuity Policy

EUNA SOLUTIONS | CONFIDENTIAL

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Introduction

The following consists of a general Business Continuity Policy. This policy represents governance of contingency plans for certain business-impacting outages and vendor disruption of service.

Business Continuity Policies

- Euna performs testing of this Business Continuity Plan (BCP) on an annual basis.
- Whenever the BCP is enacted, it must be followed up with a retrospective to identify lessons learned and playbooks needing creation or modification.
- Business Impact needs to be considered upon onboarding new, business-critical vendors. This is outlined in the Vendor Management policy.

Business Continuity Plan

Alternate Business Location

Due to the distributed nature of services, if Euna's physical office is unavailable, employees have the option and computing capability to work from a remote location. A remote location may include:

- The employee's home
- A shared/communal office space
- An appropriate location with access to reliable Internet connectivity.


Disaster Recovery Plan

The Euna Budget Disaster Recovery Plan contains procedures for technological disaster recovery. Procedures are defined around identification and evaluation of disasters, mitigation of damages, communication, recovery, and post recovery activities. The plan provides a framework and guidance. In an actual disaster, modifications may be made as deemed necessary to deal with the specifics of the disaster.

Euna is committed to providing a reliable and fault-tolerant service to its customers. To achieve this Euna will:

- Create and maintain a formal disaster recovery plan.
- Design the plan to encompass all essential infrastructure elements.
- Review and update the plan periodically and as needed to account for changing circumstances.
- Ensure all staff involved in, and affected by the disaster recovery plan are aware of the plan and their role in it.
- Test the plan periodically to ensure it can be implemented in the event of an actual disaster and it is effective.

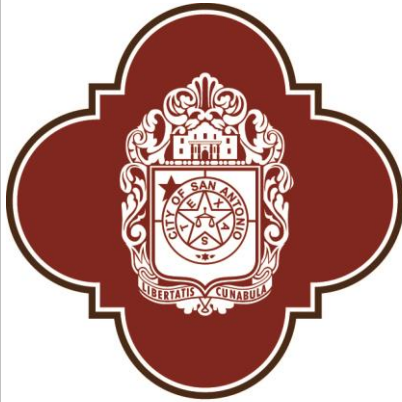
Customer Communication

Details of how Euna communicates business continuity, disaster recovery and service impacts to customers can be found in the  Euna Communication Standards Policy.

Insurance

Euna has insurance in place in case of disruption or disaster.

CITY OF SAN ANTONIO



Administrative Directive	7.3a Data Security
Procedural Guidelines	Regarding the use of Public and Confidential Data
Department/Division	Information Technology Services Department (ITSD)
Effective Date	April 1, 2014
Revisions Date(s)	December 14, 2017
Last Review Date	August 3, 2018
Owner	Patsy Boozer, CISO

Purpose

This Administrative Directive (AD) provides guidance for compliance, confidentiality, privacy, security, and the associate governance for the City of San Antonio's (COSA) three data categories: (1) confidential, (2) agency-sensitive, and (3) Public. Data must be classified into one of these three categories when stored, processed, or transmitted on COSA resources or other resources where COSA business occurs. This AD establishes and identifies responsibility for such data and provides a framework for maintaining compliance with applicable laws, regulations, and standards. Security standards, which define these security controls, may include: document marking/labeling, release procedures, privacy, transmission requirements, printing protection, computer display protections, storage requirements, destruction methods, physical security requirements, access controls, backup requirements, transport procedures, encryption requirements, and incident reporting procedures.

Policy

This directive establishes guidance for developing, maintaining, publishing, and administering comprehensive data governance and information technology system security. This directive references applicable local, state, and federal law.

Departmental data owners are responsible for the classification and protection of data under this directive. Precautions shall be taken to reasonably assure the confidentiality, integrity and availability of the protected data. Access to protected data shall be based on legitimate business need. COSA data shall be disseminated in accordance with this directive.

This directive applies to:

- All data processed, stored and/or transmitted by a COSA Information Technology System(s)
- All COSA data processed, stored and/or transmitted on personally-owned devices also referred to as "Bring Your Own Device" (BYOD)
- All data collected or maintained by or on behalf of COSA in any form (electronic or hardcopy).

Policy Applies To

<input checked="" type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Temporary Employees
<input checked="" type="checkbox"/> Full-Time Employees	<input checked="" type="checkbox"/> Volunteers
<input checked="" type="checkbox"/> Part-Time Employees	<input checked="" type="checkbox"/> Grant-Funded Employees

<input checked="" type="checkbox"/> Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees
<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	
Definitions	
Bring Your Own Device (BYOD)	The practice of allowing the employees of an organization to use their own computers, smartphones, or other devices for work purposes.
City-administered information technology system(s)	Any technology or equipment that is used and/or managed by COSA even if COSA does not own the technology or equipment. COSA-managed information technology system(s) includes technology or equipment owned by COSA, on loan to COSA, funded by grants, leased by COSA.
Criminal Justice Information Services (CJIS) Security Policy	CJIS Security Policy represents the shared responsibility between Federal Bureau of Investigation CJIS and the CJIS Systems Agency and State Identification Bureaus.
Data Owner	The data originator or entity that can authorize or deny access to the data. The data owner has the ability to create, edit, modify, share and determine access restrictions to the data they control. They are responsible for the accuracy and integrity of the data they own.
Local Statutes	The ordinances, statutes, and laws of COSA, Bexar County and/or the municipality or county where the user is located.
Local Government Record Retention Schedules	Publications issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Government Code which establish the mandatory minimum retention period for a local government record.
Network	A group of two or more computers linked together to facilitate communication, data sharing, and processing among other computer-based activities.
Personally Identifiable Information (PII)	Any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor to the Department.
Records Management Officer	The person who administers the records management program established in each local government under section 203.026, chapter 203 of Local Government Code.
Retention Period	The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction.
Sensitive PII	Personally Identifiable Information, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.
State Statutes	The statutes and laws of the state of Texas and/or the state where the user is located. Where statutes from two states conflict, the statutes of Texas and federal government shall take precedence.
Policy Guidelines	
Adherence to this directive will help reasonably assure the confidentiality, integrity, and availability of COSA data:	
<ul style="list-style-type: none"> COSA has adopted the National Institute of Standards and Technology (NIST) 800-53a Security and Privacy Controls to provide a data protection framework for maintaining the confidentiality, integrity and availability of data. 	

- Baseline security controls for COSA Information Systems shall be based on the data owner's data classification as governed by this directive
- COSA data shall be classified as public, agency- sensitive, or confidential

Data Classification and Open Records

All data shall be classified as public, agency – sensitive, or confidential for the purpose of establishing dissemination guidelines and protective security measures. AD 1.31 Open Records (Texas Public Information Act) places responsibility for developing and updating the Municipal Open Records Policy with the City Attorney's Office. This requirement includes any response to open record Request (ORR) whether or not the records are public under the Open Records/Texas Public Information Act of 1993. All open records shall be reviewed by the department data owners prior to dissemination to reasonably assure that open records do not contain confidential data or sensitive Personally Identifiable Information (PII).

Confidential Data

Confidential data requires the highest level of protection. Accidental or intentional disclosure of this type of sensitive data could cause damage and/or serious harm to COSA and/or its citizens.

Confidential data may not be freely disseminated. This type of data is generally restricted from disclosure by local, state and federal statutes, ordinances, directives and/or court orders.

Examples of "confidential" data may include but are not limited to: Sensitive PII (such as name in combination with Social Security Number (SSN))

Sensitive PII is any combination of information or data that permits the identity of an individual to be directly or indirectly inferred, traceable, linked and/or linkable to a specific individual, regardless of whether the individual is a U.S. citizen, lawful permanent resident, or visitor to the U.S. In addition, sensitive PII combinations if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, and/or unfairness to an individual.

Below is a list of data that is always Sensitive PII:

- Social Security Numbers
- Alien Registration Numbers (A-numbers)
- Passport Numbers
- Driver's license Numbers or state identification numbers
- Biometric Identifiers (fingerprint, iris scan, voice print)
- Genetic Data network
- Physically secure hardcopy protected data in a locked drawer, file cabinet, desk and/or safe.

The following information is classified as Sensitive PII when linked with the person's name or other unique identifier, such as an address or phone number:

- Citizenship or Immigration status
- Criminal History
- Medical Information
- Bank Account or Routing/Transit Numbers
- Credit Card Numbers.
- Income Tax Records
- Full Date of Birth
- Financial or Bank Account Numbers
- Fingerprint Identification Number (FIN) or Student and Exchange

Agency- Sensitive

This is sensitive data that may be subject to disclosure or release under the Texas Public Information Act, but requires additional levels of protection.

Examples of “Agency-Sensitive” data may include but are not limited to:

- COSA operational information
- COSA personnel records
- COSA information security configurations, data, and procedures
- Vendor bids and/or contract cost estimates among other sensitive data types

Public

Public data is all data and information not classified as confidential or agency-sensitive.

The data owner, or designated employee of the data owner, may disseminate and disclose the data or information derived from the data to anyone upon request. ORR fees have been established for extracting and delivering this type of data.

Protection of Confidential Data & Personally Identifiable Information

1. All Departmental Data Owners must:

- Implement cost effective internal controls, safeguards and/or countermeasures to protect data. All preventative, detective and/or corrective controls shall be risk based. The cost of all management, operational and/or technical controls shall be commensurate with the value of the data.
- Preserve citizen privacy and respect individuals choice to consent when collecting, using, sharing, and/or disclosing of customer, partner, or employee personal information.
- Limit the use and storage of confidential data and sensitive PII to what is only necessary.
- Determine encryption requirements based on regulatory requirements.
- Not store confidential and/or sensitive data longer than is absolutely necessary.
- Only collect data when COSA has the legal authority to do so, and if required have a Privacy Act System of Records Notice (SORN) in place that describes the information.
- Minimize the distribution and proliferation of protected data.
- Keep protected data relevant, accurate, timely and not excessive in relation to the purpose such data is processed, stored and/or transmitted.
- Establish departmental procedures for dissemination of protected data in compliance with AD 1.31 and Open Records as well as establish and enforce departmental procedures and protections in addition to this Directive to reasonably assure the security of the specific data owned.
- Periodically review data protection procedures, controls, and safeguards to reasonably assure that internal controls, countermeasures and/or safeguards are working as intended.

2. COSA Information Systems must:

- Use security controls to protect against unauthorized access, disclosure, modification and destruction to reasonably assure the confidentiality, integrity, availability of data.
- Follow NIST encryption and security protocol standards for protected data as required.

3. Employee and Third Parties must:

- Safeguard COSA's data resources and comply with the provisions of relevant COSA Security ADs
- Comply with all COSA procedures regarding protected data.
- Receive written approval from both his/her department director to store sensitive data.
- Report suspected violations to supervisor or manager, department head, and the Chief Information Security Officer (CISO) as well as the HIPAA Privacy Officer if healthcare data.
- Only store protected data on COSA owned device(s).
- Ensure personal devices are not used to store, process and/or transmit unencrypted protected data.
- Ensure unencrypted confidential data and sensitive PII is not transmitted outside of COSA.

Data Laws and Standards

Regulation and industry standards that protect confidential and sensitive data include, but are not limited to:

- The U.S. Privacy Act of 1974 (5 U.S.C.A. 552a)
- U.S. Electronic Communications Privacy Act of 1986 (ECPA)
- The Open Records/ Texas Public Information Act of 1993 (TPIA)
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Texas Business and Commerce Act, Section 521.053
- Texas Identity Theft Enforcement and Protection Act of 2007 (ITEPA)
- Texas Medical Privacy Act of 2001 (TMPA)
- Payment Card Industry Security Standards (PCI)
- Criminal Justice Information Services Security Policy (CJIS)

Data Destruction

Electronic records shall be destroyed in accordance with Section 441.185 Government Code and COSA record retention policies. All data storage device(s) and/or information system(s) containing protected data shall be sanitized or the storage device destroyed. COSA shall arrange for destruction of protected data by shredding, degaussing, erasing and/or otherwise modifying the sensitive data in the records to make the information unreadable or indecipherable. Additional information on sanitization tools and methods of destruction based on Department of Defense 5220.22-M data destruction standards (available at <http://www.dir.state.tx.us>). Documentation shall also be maintained that documents the data, description of device, data destruction process and sanitization tools used to remove or destroy data.

Roles & Responsibilities

<u>Employees</u>	Adhering to all guidance provided in this directive.
<u>Departments</u>	COSA departmental data owners are responsible for data classification and identification of data protection requirements.
<u>ITSD</u>	COSA Information Technology Services Department (ITSD) is responsible for publishing, disseminating, and maintaining this directive.

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Information Technology Services Department at 207-8888.

Disaster Recovery Plan

Confidential | Disaster Recovery for Sherpa Government Solutions and Infrastructure

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1.0 Statement of Intent

This document details our policies and procedures for technological disaster recovery. Procedures are defined around identification and evaluation of disasters, mitigation of damages, communication, recovery, and post recovery activities. This document provides guidance and a framework. In an actual disaster, modifications may be made as deemed necessary to deal with the specifics of the disaster.

2.0 Policy Statement

Sherpa Government Solutions is committed to providing reliable and fault-tolerant service to its customers. To achieve this Sherpa will:

- Create and maintain a formal Disaster Recovery Plan (DRP).
- Design the plan to encompass all essential infrastructure elements.
- Review and update the plan periodically and as needed to account for changing circumstances.
- Ensure all staff involved in, and affected by the DRP are aware of the plan and their role in it.
- Test the plan periodically to ensure it can be implemented in an actual disaster and it is effective.

3.0 Scope

This document targets disasters of a technological nature including cloud infrastructure, staff IT devices, and office technological resources. Additionally, product defects of a severe nature fall within the scope of this plan. This document does not provide direction for staff safety, natural disasters, or other types of disasters.

4.0 Update Schedule

The DRP shall be reviewed quarterly. In addition, the plan shall be updated whenever there is a change in infrastructure, architecture, processes, policies, staff or anything else which will have an impact on the execution of the plan.

All changes must be tracked, reviewed, and include an increment to the document version number.

The document should be stored in the Sherpa document repository. Older versions, reasons for updates, reviewers and dates are all recorded in a separate “saved” folder in the same location.

5.0 Key Personal Contact Information

5.1 Team Contacts

Name	Title	Contact
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Ted Lewis	Technical Team Manager	ted.lewis@eunasolutions.com
Alfred Carn	DevOps Lead	alfred.carn@eunasolutioncom
Mar Taloma	Senior Developer	mar.taloma@eunasolution.com
Brendan Massengale	Developer	brendan.massengale@eunasolutions.com
Jay Rosenberger	Vice President, Information Security	jay.rosenberger@gtytechnology.com
Calvin Simmons	Chief Information Officer	calvin.simmons@eunasolutions.com
Dawn Rippentrop	Vice President, Enterprise Alliances	dawn.rippentrop@eusolutions.com
Euna Support	Client Support Team	support.sherpa@eunasolutions.com

When team members are on vacation it should be determined whether their phone and email will be accessible. Some services are recovered using the email and/or phone details on record. Lack of access to these should be considered. Additional contact methods (personal email, phone, etc.) may be obtained from the Team if needed.

5.2 External Contacts

Company	Name	Contact Type	Contact
Smart Panda LLC	Wade Coombs	Email	wade@thesmartpanda.com
		Phone	(519) 661-9455
		Email	support@thesmartpanda.com

6.0 Disaster Response Procedure

6.1 Alerting

Several mechanisms are in place to detect potential errors and provide alerts to relevant team members.

Alert System	Description	Notification Types	Scenarios Detected
Uptime Ping	Pings websites, notifies when unavailable	Email, event logging	Site down (any cause)
CloudWatch – EC2	Monitors various metrics for EC2 instances	Email	Servers down, Servers under load
CloudWatch – ELB	Monitors various metrics for ELB instances	Email	Servers down, increased error rates
CloudWatch – RDS	Monitors various metrics for RDS instances	Email	Database down, database under load
Client Error reporting	Clients may report errors they encounter	Email, Support Ticket, Phone	Various

Sherpa supports a growing number of CloudWatch and programmatic alerts - all of which can alert into Teams for added visibility. The following Teams Channels should be monitored:

- tech-team
- sherpa-tech-help

6.2 Identification and Escalation

Identification of potential disaster scenarios is a shared responsibility between members of the development and support teams.

All development team members receive notifications of some errors, while a subset of the team (members of the support.sherpa@eunasolutions.com group) receive all error notifications. Developers shall be trained to take a proactive approach to errors. To avoid the bystander effect, there is a daily scheduled on-call support developer who is initially responsible for errors and escalated support requests. This schedule is maintained in the “Sherpa Team” calendar.

Support team members, while not receiving error notifications, are the first point of contact with clients and hear about issues quickly. Support team members escalate issues outside of their control to the on-call technical team member or to the functional team members.

Escalation of an issue occurs when the team member identifying the issue is unable to resolve it by themselves. Reasons for being unable to resolve an issue include:

- Lack of knowledge of the issue
- Lack of permissions to make changes to production environments

- A need for confirmation a solution is acceptable with a more senior team member

The general order of escalation:

- Support team member
- On-call developer
- Developer with subject expertise
- Senior Developer
- Tech-Team Team Manager
- CIO, CTO and/or Director of Security, Compliance, and IT
- CEO

In general, issues significantly impacting our clients are disclosed among appropriate teams, typically via Teams and/or email so issues are not dealt with in isolation. A Support ticket should be used to track activity during an emergency response to provide a lasting record. Sherpa also maintains a technical request system to quantify issues by type for root cause analysis.

6.3 Plan Invocation

This plan should be invoked when an issue arises that significantly and negatively impacts one or more of our clients or has the potential to do so.

Plan triggering events:

- Unplanned down time of critical systems occurs
- Critical functionality of systems is lost
- Data loss occurs
- A breach of security is detected
- Critical infrastructure or services become unavailable or unresponsive

The plan may be invoked by anyone aware of the issue but will typically be invoked by the most senior team member currently aware of the issue.

6.4 Triage

Once the plan has been invoked, the first step is to triage the issue. The goal of the triage phase is to gain a better understanding of the issue and initiate the next actions. Whomever invoked the plan shall gather a response team consisting of technical team members with the knowledge to resolve the issue, team members who can implement solutions, team members responsible for communicating with affected clients, and any other stakeholders who may be affected or need to act. Within the team the following roles should be established:

6.4.1 Team Leader

The team leader will typically be the most senior member of the Triage team available. Once the plan has been invoked it will be the responsibility of the Team Leader to coordinate the response. This may include:

- Setting up a meeting point. A meeting room where team members can collaborate effectively is preferred, but circumstances may require other arrangements, such as Teams calls or other remote communication technology.
- Determining the course of action. While this plan provides guidance, the specific nature of any given emergency will dictate the details of how the plan is implemented. The Team Leader will ensure all team members understand the course of action.
- Bringing in additional team members as needed.
- Assigning responsibility for tasks.
- Communicating with internal stakeholders.
- Determining a schedule for team members
 - Does the emergency require after hours work?
 - Which roles need to be available and at what times?
 - How should different team members be scheduled to provide necessary coverage?

6.4.2 Client Communication Coordinator

The Client Communication Coordinator will be responsible for communication with clients, ensuring a consistent and accurate message for affected clients.

6.4.3 Investigators/Solution Developers

Investigators/Solution Developers will work under the direction of the Team Leader to provide technical solutions to the emergency.

6.4.4 Solution Implementers

Solution Implementers will carry out the tasks required to implement the solutions created by the Investigators/Solution Developers. In many cases the Investigators/Solution Developers role and the Solution Implementers roles will be fulfilled by the same team members.

6.4.5 Supporting Resource

Supporting Resource team members will provide support to other team members, allowing them to focus on their tasks.

The response team should gather immediately and drop all other tasks to give priority to addressing the issue(s). The first task of the team should be to evaluate if there are any ongoing negative effects that can be mitigated and to act on mitigation tasks (see Section 6.5 Mitigation). Following any immediate mitigation steps, the issue should be investigated in detail to determine its full nature. This may be done as a group or split into individual areas of investigation. Once an understanding of the issue(s) has been gained, the remaining steps in the response procedure (see following sections) may be followed.

6.5 Mitigation

Some disaster scenarios may include circumstances where ongoing damage occurs. For example, if it was discovered a security hole existed in the application that allowed unauthorized access to data there could be an ongoing leak of data for as long as the application was accessible in its vulnerable state. In this case, the unauthorized access could be mitigated by

disabling the web servers. While this would incur downtime, it would prevent further unauthorized data access issue.

In each disaster scenario, potential ongoing impacts should be evaluated early in the triage process and addressed with the highest priority.

6.6 Client Communication

Once a disaster has been triaged and is understood, clients who are impacted should be contacted. Communication should provide details of:

- **What** has happened
- **How** it affects the client
- **What** we intend to do about it
- **Action**, if any, required from the client
- **Anticipated timelines**.

The Communication Standards Policy defines incident response standards. Communication with clients must meet these standards.

The following means of communication are available for client communication:

Communication Method	Use Case	Record Location	Notes
Direct email	Primary point of contact in an emergency.	Support Ticket, Database, SharePoint, Spreadsheet.	Contacts from the Application database is backed up in SharePoint for redundancy.
Phone	For use with some clients, or in particularly urgent situations.	Support Ticket, Database, SharePoint, Spreadsheet.	Contacts from the Application database is backed up in SharePoint for redundancy.
Support Application	Primary source of incoming communication and can be used to address questions.	N/A - communication is client initiated.	

6.7 Recovery

Recovery from a disaster scenario is specific to the nature of the scenario and the details found during the triage stage. Recovery steps are provided for specific cases in Section 8 Disaster Scenarios.

6.8 Documentation

Results shall be documented during and following the disaster scenario observations, investigations, and actions taken. This documentation is important as it provides concrete reference material which can be used for postmortem, addressing the underlying causes of the disaster, identifying future issues more quickly and communicating both to clients and stakeholders within the company.

6.9 Postmortem

Following recovery from a disaster a postmortem should be held as soon as convenient. The postmortem should include all members of the response team. The goals of the postmortem are:

- Summarize the disaster scenario and ensure documentation is complete.
- Identify improvements that could be made to the DRP.
- Determine how this kind of disaster could be avoided in the future.
- Create actionable items to address the preceding points, assign owners and set deadlines.

Resulting documentation from the Postmortem should be shared (confidentially) with the entire company (as appropriate).

7.0 Plan Testing and Maintenance

7.1 Plan Review

The Disaster Recovery Plan should be reviewed in accordance with the update schedule. Plan reviews should include the major stakeholders, including all team members with a role in executing the plan, and team members who may be affected by the plan.

Review of the DRP will ideally be conducted in conjunction with plan testing.

7.2 Plan Testing

Testing may take one of several forms and may be performed on the whole plan or part of the plan, that is, on a specific disaster scenario or scenarios.

7.2.1 Walkthrough Testing

A walkthrough test involves team members verbally going through steps in the disaster plan, verifying the correctness of the steps and confirming accuracy and completeness of the information documented. For example, when testing notification procedures, it should be confirmed the appropriate people are contacted at the correct time, and the roles and contact information of the people listed are still correct.

Walkthrough testing does not involve implementing any disaster recovery actions.

A walkthrough test should be conducted, at minimum, with every scheduled plan review.

7.2.2 Tool Testing

Specific tools involved in disaster recovery may be tested in isolation where appropriate. For example, database backups used to restore functionality in a database outage can be tested for validity as a discrete unit. This kind of testing offers minimal impact and is more easily implemented than a more complete test.

Required tool testing should be identified during walkthrough testing. Processes or systems that have changed should be a prompt for tool testing to be conducted.

7.2.3 Simulated Testing

In a simulated test, an environment matching the production environment as closely as possible is used to simulate a disaster. If, for example, a database outage is being tested, the database in the simulated environment could be shut down. A simulated test allows realistic execution of the DRP without impacting production environments.

7.2.4 Production Testing

In production testing, disasters are simulated in the live production environment. Due to the risk of negatively impacting our clients we do not plan to conduct production testing at this time.

8.0 Disaster Scenarios

8.1 Physical Infrastructure

Sherpa uses a completely cloud-based production environment. Failure or loss of physical infrastructure should not pose a risk of service downtime.

8.1.1 Office Infrastructure

If office infrastructure is unable to support work (e.g. internet connectivity is lost), team members may work from an alternate location. In this situation:

- Appropriate third parties should be contacted for resolution of the issue.
- If the usual network is down, AWS security groups may need to be adjusted to temporarily whitelist team members' alternate IP addresses to allow appropriate access.

8.1.2 Laptop/Phone Loss

Sherpa team members laptops are issued, controlled and maintained by Euna Solutions IT department. Team members' phones are enrolled into the Euna Solutions domain through Intune. In the event of a loss of laptop or phone, security is the main concern. Team members' laptops do not contain sole copies of information vital to any critical business operation. Once a laptop or phone is identified as lost, Euna Solutions IT is notified to perform all actions necessary to remotely un-enroll the device from the Euna Solutions domain and render the device inoperable for Sherpa business use. Actions taken by Euna Solutions IT may include tracking, locking, disabling, erasing business data, and changing necessary credentials to prevent any business disruption or business data compromise.

8.2 Database Loss of Access

8.2.1 Invalid Credentials

If credentials to a database are no longer valid, the root cause needs to be identified. It is possible the AWS account has become compromised. The root passwords may be updated via the AWS console. Other database credentials can be updated via TSQL query.

8.2.2 Database inaccessible

A database may become inaccessible for several reasons. The following should be checked:

- Is the RDS status and monitoring normal?
- Are there any recent events logged?
- Have security groups, VPCs or public accessibility settings been changed?
- Does <https://health.aws.amazon.com/health/status> list any RDS issues?
- Is the RDS inaccessible from all locations? EC2 instance in the VPC, from whitelist IP, generic IP
- Is the RDS inaccessible because of a recent DNS change?

If the master RDS is not responding, the following options can be pursued:

- Reboot the Master RDS – a failover can be forced for multi-AZ instances.
- Create a new RDS from the latest snapshot. This snapshot may be hours old. Apply transactions log updates to bring the system as close to the outage time as possible. Investigate any transaction not contained in the transaction log backup and perform necessary recovery accordingly.
- Create a new RDS and import the latest full back-up from the database backup system.

Process Improvement: Create a read replica of an existing DB instance as the source so Amazon RDS can take a snapshot of the source DB instance to create a read-only instance from the snapshot. Amazon RDS then uses the asynchronous replication method for the DB engine to update the read replica whenever there is a change to the primary DB instance. This read replica of a standalone DB instance can be promoted as a disaster recovery solution if the primary DB instance fails. Refer to [Working with read replicas for Microsoft SQL Server in Amazon RDS](#).

8.3 Database Loss of Data

Loss of data could occur for several reasons including a faulty application, RDS system failure or malicious access. When data loss is recognized, the first step should be to determine the cause. If the cause of the data loss is not well understood or suspected to be malicious, access to the RDS should be withdrawn. This can be achieved by ensuring the RDS is set to not be publicly available and removing all access in its security groups. Passwords can also be rotated. If AWS access is compromised, these changes may not be sufficient.

Once further data loss is stopped, the source of the data loss must be fixed. Prior to making the database available again a decision must be made about how the lost data will be restored. There are several options:

Restoration Method	Use Case	Pros	Cons
Manual	Useful for well-defined and minor changes.	Achieved in place with queries.	Only suitable in a limited number of situations.
Restore to Point in Time	This option uses built-init RDS backups and creates a new DB instance. Suitable for larger restorations within the retention period.	Natively supported option. Easy to Use. Restore to any time within the backup retention period (15 or 30 min granularity).	Must point to a new RDS instance.
Restore from Sherpa Budget backup	Manual restore of corrupted or lost database table records from full database backup. Most commonly used since a loss is usually limited to a small set of data. Restoring a full system to an alternate location and recovering the loss ensures no loss of other data and database availability for unaffected online and batch transactions/processes.	Can be done in place or to an alternate location. Full Backups are retained on a rolling 15 day schedule	Limited to available backups.

If a restoration is being done in place, a snapshot of the RDS should be taken beforehand. This snapshot may be used if restoration fails, or for forensic purposes. If the restoration is being done from a full backup, determine when the data loss started so the most recent complete backup can be used.

8.4 Loss of Servers

EC2 instances are designed to be ephemeral and can be easily replaced. EC2 instances not responding may be rebooted as a first attempt at restoring functionality. If a new instance needs to be created there are three ways to do so:

1. Create a snapshot from a valid instance to replicate and create an instance from the snapshot.
2. Use the “Launch More Like This” option in the AWS console to launch an instance then run the appropriate Ansible plays (and potentially Capistrano deployments) against the instance.
3. Create a new instance from scratch in the AWS console then run the appropriate Ansible plays (and potentially Capistrano deployments) against the instance.

Once the instance is running it may be added to an ELB if needed.

Note Ansible inventories describe which plays should be run against various server types. Simply compare to the instance you are replacing.

Instances in auto-scaling groups are automatically replaced. Unresponsive instances in auto-scaling groups can be terminated to force a replacement.

8.5 Loss of Document storage

Document storage exists in AWS S3, which provides a high level of durability. Versioning is also in place for all production buckets. In the case that object get overwritten with incorrect data, prior versions can be restored:

<http://docs.aws.amazon.com/AmazonS3/latest/dev/RestoringPreviousVersions.html>.

Process improvement: Implement multi-region replication and/or multi-provider replication.

8.6 Zone/Regional Cloud Outage

AWS outages rarely occur with the continuing technology advances regularly adopted into the AWS infrastructure, if they occur these are usually restricted to a service or service(s) to a Local Zone.

8.6.1 Availability Zone Outage

When an availability zone outage, services can typically be restored without too much difficulty:

- **EC2:** Sherpa instances for a given environment typically span multiple availability zones. A single zone outage should not take the application offline. Some services may go offline. Full service can be restored by starting replacement instances in an appropriate zone (see Section 8.4 Loss of Servers).
- **S3:** S3 is multi-availability zone replicated and should not be affected
- **RDS:** RDS multi-AZ instances span multiple availability zones. If a failover is not automatically triggered it should be manually initiated.

8.6.2 Regional Outage

Full regional outages are more difficult to recover from. The anticipated duration of the outage should be considered before attempting recovery into a different region:

- **EC2:** Instances can be created in new regions, but this will move them into a new VPC. Any other VPC specific services the servers connect to may need to be reconfigured to allow external access.
- **RDS:** A new RDS instance may be created from a snapshot (if accessible) or from a backup file in **S3**: We do not currently have a means of recovering from a region wide S3 outage.

8.7 AWS Account Security Breach/Credential Loss

If AWS credentials are compromised, the credentials in question need to be rotated. If the compromised credentials have any IAM permissions, other credentials may need to be rotated as well.

If access to AWS was obtained by a third party all AWS resources should be checked (particularly IAM) for any unrecognized objects. AWS support should be notified, and our third party contacts will be appointed to escalate the issue.

8.7.1 Loss of or compromised root access

Root access requires a username/password and a physical MFA token. The credentials are managed by Smart Panda, along with the location of the MFA token. If the MFA token is lost or broken, login may be achieved using the username/password along with confirmations sent to the account email address and phone number. Note the account email address and phone number can be reset by someone with superadmin IAM access. If access still cannot be gained, this form can be used: [Lost or unusable Multi-Factor Authentication \(MFA\) device](#) Once root login is achieved, the MFA can be deactivated and a new MFA device enabled. Do not leave the root account without MFA enabled.

If an account is compromised, follow the instructions here:

<https://aws.amazon.com/premiumsupport/knowledge-center/potential-account-compromise/>

8.7.2 Loss of or compromised IAM access

If access to an IAM account is lost or compromised, the credentials can be rotated by the root account or a superadmin IAM user. MFA (if enabled) can also be reset.

8.8 General Security Breach

In a general security breach, the first goal should be revoking/rotating any credentials compromised. Any resources that may have been compromised as a result should be isolated from the rest of our system.

Once systems are secure, a forensic investigation should be conducted to determine the origin of the breach.

8.9 Rogue Employee

If an employee with access to IT resources leaves the company unexpectedly, or acts in a hostile manner to the company the following steps should be taken:

- Notify Euna Solutions IT support and IT Security for initiation of corporate protocol for the situation.
- Laptop retrieved if possible.
- Developer off-boarding should be followed as per IT processes.
- AWS CloudTrail should be reviewed (if the employee has AWS access) for any suspicious behavior.
- Services should be checked for any additional accounts that may have been made.
- If the employee has access to resources such as EC2, reviewing or destroying and recreating those resources should be considered.



CITY OF SAN ANTONIO
**INFORMATION TECHNOLOGY
SERVICES DEPARTMENT**

**COSA Information Technology Standards
Version 3.0/ 2023**

Document Change History

VERSION: 3.0**REVISION DATE: 05/26/2023**

Version No	Description	Author	Date
Version 3.0		Kevin Goodwin	05/26/2023

Information Technology Environment Description

The City of San Antonio Information Technology Services Department (ITSD) will provide computing and infrastructure services for the selected hardware and software solution in one or both of two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments. ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed System in accordance with a SLA to be jointly developed by ITSD, the system provider, and the business owner of the System. Management of the Application Layer (business logic) will be determined by SLA.

To the extent that information technology equipment necessary to support the System must be deployed outside of the City's managed datacenter environment, the respondent must include in their response the scope necessary to provide appropriate environmental and compliance controls for the proposed System.

The City's Cybersecurity Framework follows the NIST 800-53 controls framework.

The City's Digital Accessibility Framework follows Section 508 of the Rehabilitation Act of 1973 and WCAG 2.1 AA guidelines for web content.

Information Management

*S=Standard Product(s), P=Preferred Product(s), G=Guidance Info Only.

If the Information Technology Standards & Guidelines does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Management: Section 1	Policy or Product	S/P/G *	Remarks
Directory Services	Microsoft Active Directory	S	Microsoft (AD-Hosted)
	Azure AD	S	Azure Active Directory (Cloud) for App Registrations and Cloud SSO
Oracle Directory Services	Oracle Unified Directory v12.2.x	P	Oracle LDAP for Solaris/Linux environment
Enterprise Backup	Rubrik/Cohesity	S	The city does not utilize tape media for backups. The city uses a disk based backup solution for all backup operations.
Relational Database Management Systems	Oracle 19C	S	Enterprise and large-scale systems with high capacity, complex design and/or high volume transactional requirements
	MS SQL Server 2019	S	
	Oracle 19c MS SQL Server 2019 MongoDB	G	Mid-scale systems with moderate capacity and/or transactional volume requirements.
Database Access	SQL*Plus (Oracle)	S	
	SSMS (Microsoft SQL Server)	S	
	OCI – Compliant	G	
	ODBC Client	G	
File Formats	IT guidance	G	Follow IT guidance for recommended file extensions
Data Administration Implementation	IT guidance	G	IT is currently evaluating the use of tools in this area
Data Warehousing and Mining	SAP BI 7.01 / NW 7.01 (EHP1) non-Unicode / SP16	S	For SAP-based data
Messaging	Microsoft Exchange 2016 and Exchange 365	S	
Presentation and Interface Standards • Application Standard Interfaces	.Net 4.6.2 or higher API	P P G	Based on Windows 2016 default .NET installation. Follow IT guidance
Mobile Devices		G	

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Information Distribution: Section 2	Policy or Product	S/P/G *	Remarks
E-Mail with Attachments			
• SMTP	MS Exchange with outbound SMTP	S, G	See IT for guidance (Note; we do utilize Cisco CES for Mail Security and Mail Relay)
• Active Sync	Supported for use with smartphones and mobile devices	G	See IT for guidance
File Transfer Service			
• HTTPS • SFTP	SFTP Client (Core FTP LE 2.1 or higher)	S S	
File Storage / Share	MS Distributed File System	S	Domain based, currently Windows. 2012

Applications: Section 3	Policy or Product	S/P/G *	Remarks
Enterprise Resource Planning	SAP ECC6 / EHP7 / NW 7.01 (EHP1) non-Unicode / SP20	S	Core modules include: HR, FI, MM, SD, PS, PM and GM The application is accessible from any site or client VPN within the corporate network Current access methods include: client server run-time objects, Workspace and SAP Enterprise Portal.
Procurement	SAP SRM 7.0 / NW 7.01 (EHP1) Unicode / SP18	S	Current access methods include: client server run-time objects, Workspace and SAP Enterprise Portal.
Document Management	FileNet P8 v5.2.x	S	The city has plans to upgrade to v5.5 (Digital Business Automation) in 2020
Cooperative Work Applications			
• Collaborative Processing (Internal use only)	MS Exchange 2010 MS SharePoint 2010	S	
• Workflow	SAP IBM FileNet	G G	See IT for guidance
• External File Sharing	Global scape EFT Server v7.2.x	S	
Content Management	FileNet P8 v5.2.x	G	See IT for guidance
Web Application Server	IIS 10	S	Default for 2016

Web Content Management	OpenCities DotNetNuke Enterprise Edition 7.0.x	S G	
Web Portal	OpenCities DotNetNuke Enterprise Edition 7.0.x	S G	
Office Automation	MS Office 2010 MS Edge Firefox 60.x (or higher) Safari 12.x (or higher) Chrome 70.x (or higher)	S S, G P S, G S,G	Excludes MS Access See IT for guidance on “extensions.” See IT for guidance
	MS Outlook 2010 Adobe Reader 2019.x MS Project 2010 Std. MS Visio 2010 Std.	S S G G	Continues Release Track
GIS Mapping	ESRI ArcGIS Desktop v10.3.1 ESRI ArcGIS Server v10.3.1 ESRI ArcSDE v10.3.1	S S S S	Using Windows OS Using IIS with SSL if external Using MS SQL Server
GIS Web Development	Microsoft .NET MVC Microsoft Web API Javascript API Rest API	S S S S	
Web Development Tools	MS Visual Studio 2017	S	Follow IT guidance in extending. legacy systems to the Web and Service-Oriented Architecture
Digital Signature	Pending	G	
Application Development Tools	MS Visual Studio 2016 MS Visual Studio 2017 Netweaver 7.x PL SQL	S S S	Follow IT guidance for configuration
Application Integration	Web Services Netweaver XI 7.11 SP18	S G	Follow IT guidance
Report Writers	Business Objects 4.1 Crystal Reports 2008 Xcelsius Dashboards	S G G	Follow IT guidance for data integrity. and access
Data Visualization	MS PowerBI	S	
Open Data	OpenGOV	S	
Enterprise Vault	Mail Archive v11.x and O365 archiving	S	

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If the Information Technology Standards & Guidelines does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Workstation			
• Tier 1	2.5GHz Intel Core i7	S	In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy. For specialized requirements seek IT guidance
• Tier 2	Two 2.5GHz Intel Core i7	P	
		G	
Bus Standards	PCI	G	
Memory (RAM) Standards (EDO, SDRAM, DRAM)			
• Tier 1	16GB	S	In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy. For specialized requirements seek IT guidance
• Tier 2	32GB	P	
		G	
Server Hardware Configuration	Oracle SPARC M8 Oracle SPARC M7 Oracle SPARC S7 UltraSPARC T2	P	Solaris Database Server: T54 Solaris Application Server: T72
	Intel Xeon	S, P	<ul style="list-style-type: none"> Virtual Hosts: Cisco UCS w/B-Series Blade Servers Dell PowerEdge for Physical Security Video servers. Cisco Hyperflex for Hyperconverged Infrastructure.
Virtual Server Environment	VMWare vSphere 6.5 - 7.0	S, P	The City uses a virtualization first approach when provisioning servers.
Mainframe Environment	IBM z890 z/OS 1.10 Software AG Natural 4.2.4 Software AG Adabas 8.1.4	G	The IBM z-series mainframe platform is being twilighted by the City
Disk Storage	FC SAN (HDS, Cisco, Nimble, Nexsan) iSCSI (HDS, Nimble) NTFS ZFS CIFS\SMB	S S S S S	IT guidance for application specific requirements

	(HDS\BlueArc\Nexsan)		
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If the Information Technology Standards & Guidelines does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Workstation Operating Systems	Windows 10 Mac OSX 10.14	S G	
Desktop / Application Virtualization	VMware Horizon View 8.4	S	IT guidance for application specific requirements
Server Operating Systems	Windows Server 2022	S, P	Follow IT guidance
• General File & Print Servers	Windows Server 2022	S, P	
• Application Servers	Windows Server 2022 Solaris 11.4	S, P G	
• Database Servers	Windows Server 2022 Solaris 11.4	S, P G	
• Linux	RedHat 8 Ubuntu 21.10	S P	
Telephony	Cisco Unified Communications Manager 14.0.1.11005-1	P	
• IVR			
• VoIP • ACD	Cisco Unified Contact Center Express 12.5.1.11001-348	S S	

Sherpa Budget Implementation Guide

Client Guide - Project Kickoff



Version 5.24

Sherpa Budget Methodology

- Following is a recommended approach to our Sherpa Budget projects.
- The client roles below should be completed at or prior to project start
- The same person may fill multiple roles
- Not every project will have all roles (e.g., some clients will not have performance or capital)

Role Definition and Assignment

See Knowledge Transfer plan for reference. Note: Time commitments vary depending on project scope and number of project team members.

Role	Description	Time Commitment
Executive Sponsor	The primary sponsor of the project; this is often a budget director or budget manager.	2 hours/month
Steering Committee or Executive / Legislative Team Members	Optional. A group can be established to review key decisions and meet periodically to review project progress. Depending on the involvement of these teams, they could also be included in configuration reviews.	TBD
Project Manager	The person responsible for project plan, scheduling, status, and overseeing project.	TBD
Sherpa Budget Administrator	Required. Identify staff member that will be responsible for general administration of system; including general configuration/menu changes, security/users, form configuration changes, and budget process staging.	TBD
Sherpa Budget Administrator - Backup	Required. Identify staff member that will be primary back-up for Budget Administrator.	TBD
Reporting Lead	Optional. Identify staff member responsible for collecting report requirements and creating reports.	TBD
Capital Lead	Optional. Identify staff member responsible for Capital Budgeting configuration, loading data, and general capital inquiries.	TBD
Performance Management Lead	Optional. Identify staff member responsible for Performance Measure configuration, loading data, and general PM inquiries.	TBD
Personnel Budgeting Lead	Optional. Identify staff member responsible for PCF configuration, loading HR data, and general PCF inquiries.	TBD
Budget Office Team Members	Typically, we play back configuration and process decisions to the full budget office team to get feedback prior to extending to agency/department team members.	4 hours/month / may have more involvement in training

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Role	Description	Time Commitment
Agency/Department Project Team Members	Optional. Many clients identify representative low-complexity and high-complexity agency or department budget leaders to be part of the configuration review process. This feedback is prior to extending to agency/department stakeholders.	4 hours/month
Agency/Department Stakeholders	Optional. Identify the set of users who are impacted by the system. We often include them in the Communication Plan and have periodic demonstrations of the software to solicit feedback.	1-2 hours / month once configuration has started.

Client Team

Name	Project Title/Role	Email	Phone	'What is My IP Address'
	Executive Sponsor			NA
	Project Manager			NA
	Sherpa Budget Administrator			
	Sherpa Budget Administrator - Backup			
	Reporting Lead			
	Capital Lead			
	Performance Management Lead			
	Personnel Budgeting Lead			

Euna Team

Name	Project Title/Role	Email	Phone	Time Zone
	Executive Sponsor			
	Solution Architect			
	Functional Lead			
	Project Manager			
	Technical Lead			
	Reporting Lead			

Implementation Methodology Overview

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- Sherpa will work primarily with the client Sherpa Budget Administrator and Project Manager for project planning, training, and most project activities.
- We prefer that we convert as much data as possible early in the project to make presentations and discussions more effective. It is fully expected that much of the initial conversion will be updated throughout the project. In some cases, completely different approaches to data setup result from our workshops and report reviews.
- The client Sherpa Budget Administrator will be the primary communicator with the budget office, department representatives, and other stakeholders. This is done to ensure the Sherpa Budget Administrator is fully aware of client activities, Sherpa Budget functionality, and project schedule. Sherpa will be glad to participate in meetings and presentations, but the Sherpa Budget Administrator should plan on leading much of the discussion.
- Sherpa Budget Administrator will train other team members as needed. Training is one of the best ways to test your knowledge.
- There are some system administration areas that require multiple training sessions. We have found that breaking up training into smaller, digestible pieces is better than big-bang training. Areas that require multiple sessions include Measures and Reporting.
- The client will take the lead on End User training and the Sherpa Budget Administrative guide. This is a critical step in taking ownership of your new Sherpa Budget system. Sherpa will provide support including examples of existing guides (often you can just swap in/out screen shots) and in many cases we will fill in the document together for some more complicated pieces.
- We expect change. It is better to have the right solution than to have the solution we originally agreed to based on our design workshops. During each configuration or process review, the client learns more about software possibilities and Sherpa learns more about the client processes. Continue to raise ideas for improvement; there may be a time where things must settle down for training documents and go-live activities, but until then the configuration may change often.

Project Preparation

Client Provided Documents

Request the following documents during initial planning calls or at Project Kick-off.

Document	Received?
Budget timeline	
Current system documentation	

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Current spreadsheets or Access databases that are being used. If Access, prefer full access to tables, queries, forms, and reports so we can extract as needed and see the current design.	
Budget instructions / procedures – any documents that are used internally to guide budget development or are distributed to users	
Reports – gather existing reports that are known to be required, including: current standard reports, reports required for submission to other entities, common queries. Electronic format is preferred but paper format or mock-ups are fine. This is not a final list; it is a starting point to help with chart of accounts reviews and other setup.	
Publications – forward the latest publications in pdf format.	

Initial Data Collection

In some cases, we will ask for additional data prior to an official start date to accelerate projects. Preferred file format for all data requested is Excel. If this is not an option, txt, prn, and csv are acceptable. Our goal is to make this an effortless process; we should re-use current files or extracts whenever possible.

Chart of Accounts

- Chart of accounts, such as fund, org, object/account, projects, etc.
 - Include any attributes such as fund groups or other categories as needed for reporting
 - Chart of account hierarchies.
 - There are often follow-ups to this data as reports are examined

Financial Data

- Financial Actuals - expense and revenue
- Budgets (adopted)
- Budgets (amended)

HR Data

HR data is more difficult to get in advance, but anything that can be gathered in advance will be helpful.

- List of positions and relevant data, such as job, status, chart of accounts, etc. Generally, a position dump from HR.
- If you budget by employees, a list of employees, including the position to which they are assigned.
- Job classes
- Salary tables

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- List of Benefit Codes and associated rates; these may be multiple files. Include supplemental pays and statutory costs by which you want to budget.

Performance Data

- Missions, goals, objectives
- Performance measures and attributes
 - Group/Hierarchy tables as needed
- Performance targets and actuals

Knowledge Transfer

Knowledge Transfer Plan

Sherpa and the client will create a Knowledge Transfer Plan, which will:

- Assign personnel to each of the roles identified above
- Sustainment roles for all, if different from the project roles

The plan will be updated throughout the project to confirm progress.

Team Kickoff

We have a few potential team kickoff events. Depending on the scale of the project, none or all may be used.

Internal Kickoff /Scope Review

The client project manager and functional lead meet with the Sherpa project manager and functional lead to review the high-level project plan (key dates) and discuss the project scope.

- Items in the RFP that no longer needed or low priority?
- Items not in the RFP that are now a high priority?
- Clarifications, as needed
- Confirm go-lives of key components
- Confirm process for reviewing deliverables

Project Team Kickoff

For key members of the project team, we will have a meet-and-greet, discuss the project at a high level.

- Identify project roles, budget administrator, and team responsibilities
- Review implementation methodology
- Discuss budget process timeline and key go-live dates
- Discuss current system access and documentation/budget instructions/procedures
- Discuss current publications and reporting needs
- Discuss initial data collection items

Some clients choose to have a smaller team kickoff followed by one for the entire budget group, including departments/agencies and other parties considered stakeholders or potential users of the system.

Software Overview

Often combined with the Project Team Kickoff, Sherpa presents a short demonstration of the product to refresh the team on the functionality to prepare for our initial workshops. This can be a standard demonstration or ideally can include some of the initial data collection items so client can see their data in system.

Data Setup and Initial Training

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Following are initial training sessions that include data setup. This is generally for the functional system administrator and optional backup administrator. Sherpa starts with some hands-on system work prior to workshops to make the workshops more effective.

Chart of Accounts / Initial Setup

User Guide: 600.00 Menu Configuration.docx

User Guide: 600.20 Screen Configuration.docx

User Guide: 400 Chart of Accounts.docx

Client Team:

- Sherpa Budget Administrator
- Sherpa Budget Administrator – Backup

Chart of accounts will be loaded or entered in the system. Sherpa and the client will review the chart of accounts and perform an initial analysis.

- What are the chart of account elements used in budget preparation?
- What are the chart of account elements used for budget execution?
- What is the control level in budget execution?
- Which chart of account elements are used for performance measures?
 - How is performance data linked to budget/actual data?
- What groupings, rollups, or other attributes are required for reporting and publications?
- Can any chart of account element be inferred based on another chart of account dimension (e.g., can you infer Fund from Organization or Function from Program, etc.)
- Are the chart of accounts 'clean' or do we need to examine what codes should be active/available for use?
- How will chart of accounts be maintained
 - Financial system – direct interface?
 - Created during data loads?
 - Manual entries
 - *Consider volume of changes when deciding the methodology*
- Sherpa will assign the dimensions in your source system to Sherpa Budget dimensions. This allows the project to proceed to loading dimension data.

The chart of accounts will change over time; in many cases reporting requirements will add to the chart of accounts throughout the project and over future years.

For each dimension, grouping, or hierarchy, update Sherpa Budget configuration

- Use the '492' load to do mass configuration of the system
- Use Menu Configuration to update and Activate menu items

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- Use Screen Configuration to update labels
- Update Import/Export configuration

Load Data into BFM

- Load the Dimension for a chart of account, such as Org
- Load hierarchies (if applicable)
- Load or enter groupings
- Repeat for all dimensions

The Client will be assigned tasks to complete setup. Since this is an ongoing activity, it is important to understand how to make updates.

Sherpa Task – Reporting Environment

Set up reporting environment as well as Administrator and End User roles.

Security training

User Guide: 500.30 Security Guide.docx

Client Team:

- Sherpa Budget Administrator
- Sherpa Budget Administrator – Backup
- Project Manager

This is a preliminary discussion of security, where we will overview how security works and set up project team members in Sherpa.

- Create initial set of real/test users
- Set up some shell security roles as needed
- Most security is set up after Chart of Accounts loads

Data Conversion

Sherpa will generally do the data conversion since it is a one-time task. This is done after dimensions are created to ensure any crosswalks/updates are taken into account when this is done. The format for the data is not important for one-time conversion.

Timing on data conversion depends on the availability of data. It may precede or follow workshops and other training. Note: If Sherpa is being implemented concurrent with a financial/HR system, the client will have responsibility for cross-walking any data from an old chart of account/HR structure to the new chart of accounts/HR structure.

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Report training (1)

Sherpa will train the client Sherpa Administrator and Reporting Lead on the basics of Business Objects including:

- What is a Universe / best practices for maintenance/updates
- Reporting options
- How to run existing reports
- Simple changes to reports
- Making Chart of Accounts verification reports

Reporting environment

Reporting environments are critical for conversion testing and are created once the contract is executed. Reports will be converted from a similar client to provide a starting point. Initial reports will be used to:

- Check dimension / grouping relationships
- Check for data conversion success – both raw data and when connected to chart of account dimensions
- Often, we will create a mini budget-book view since that is easy to test
- Check for missing grouping values
- Check for missing dimension values
- Check for chart of accounts that have no data (may be good candidates for inactive codes)

Process Workshop Schedule

High level process review

This is a review of the major steps of the budget process, following the budget timeline. The objective is to transfer knowledge of the client's budget process to the Sherpa project team which will be used to fine-tune future workshop topics. In addition, the client will identify major pain points or things that work well today and should be preserved. In this meeting Sherpa will be interviewing the client.

Client Attendees: Typically, 1-3 people who understand the full lifecycle

Duration: 1 hour

Preparation before the Meeting:

Client:

- Provide process documentation

Sherpa:

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- Review client-provided documents

Chart of Accounts

Chart of accounts have been loaded as a preliminary view for review.

The current Chart of Accounts used for budgeting will be reviewed for both operating and capital budgeting. The client administrator will show the current data that has been converted and any open items will be discussed. It may be useful to log in to the current budget system.

Client Attendees: Typically, 1-2 people who understand the chart of accounts and are familiar with most standard reports. Financial system integration will be discussed in a future meeting, so this expertise is not required.

Duration: 2 hours

Preparation before the Meeting:

Client:

- Provide current system documentation

Sherpa:

- Review client-provided documents

Reporting and Publications

The publications required for the project will be reviewed in detail, identifying the structures and data required for the document. Design changes, if any, will be discussed. Standard reports will be reviewed, identifying the data sources for the reports. Sherpa or the client will bring one-page (or more if necessary) printouts of the reports to mark up or pdfs can be marked up. The final designs of these documents will not be made in this session, the objective is to understand the inputs required which will impact chart of accounts and budget form design.

Client Attendees: 1-3 people who understand the publications and reports which are under consideration, including representatives that have design authority over the publications and reports.

Duration: 3 hours, typically 1 hour on publications and 2 hours on reports

Preparation before the Meeting:

Client:

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- Soft copies of reports and publications can be forwarded to Sherpa ahead of time, if possible.

Sherpa:

- Review current publications and reports

Preparing the Budget for Rollout - Operating

The budget system must be prepared by the Sherpa Budget Administrator prior to rollout to departments, similar to activities performed today. This session will review these steps, which may include:

- Starting with a prior year adopted/amended budget
- Zero-out certain accounts
- Apply inflation factors
- Centrally-budgeted revenue
- Centrally-budgeted items such as workers comp, debt service, leave payoff
- Targets
- Internal service or enterprise fund budgets

Client Attendees: 1-4 people who understand the steps that the budget office takes to roll out the budget. There may be people who have targeted information who can be scheduled for a subset of the meeting.

Duration: 2 hours

Preparation before the Meeting:

Client:

- Provide current budget process documentation

Sherpa:

- Review client-provided documents

Departmental Budgeting - Operating

Review the process that begins when departments first are exposed to the budget in a given budget cycle and ends when they submit the budgets to the budget office. Consider the types of budget entry forms that will be used. The current forms will be examined. This will exclude interdepartmental activities such as IT, fleet, or other charges that will be discussed in a later session.

Following the departmental stage, discuss the activities that take place after submission and potential workflow.

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Client Attendees: Budget office staff will lead this discussion, but 1-3 representative department budget analysts could be in the meeting if desired. There will be follow-ups to this meeting so it does not need to be exhaustive.

Duration: 2 hours

"The Budget Equation"

A working session where Sherpa Budget Measures are discussed in context of how data is reported, and workflow is created. The session begins with a Sherpa overview of how Measures work, how they link to reports, and how they are impacted by rollover.

Client Attendees: Client administrator, if needed 1-2 people familiar with the budget process and key reports

Duration: 2 hours

Salary and Benefit Forecasting

This is the process undertaken by the budget office to create salary and benefits budgets. Topics may include:

- Position versus employee budgeting
- Contracted raises
- Step increases
- Non-step positions
- Budgeting for vacant positions
- Position/employee allocations
- Position/employee benefits – at what level do you wish to budget
- Supplemental pays
- Statutory costs
- Seasonal and temps
- Overtime
- Long term forecasts?
- In-year activities, bargaining unit negotiations, budget to actuals

A demo of the software is the next session following this fact-finding meeting, but the system may be shown depending on how much prep work is possible.

Client Attendees: Budget office staff familiar with the salary and benefit budgeting process.

Duration: 2 hours

Preparation before the Meeting:

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Client:

- If data is available extracts will be provided for all background tables.

Sherpa:

- Load any data provided that translates logically to BFM

Write ups

Sherpa will write up findings from the initial meetings and begin the System Administration Guide. Short web-meetings will take place as needed to review materials and answer questions. Other activities include:

- Client: gather additional data files requested
- Team: make updates to chart of accounts and data loads

Conversion from Existing System

This is a working session where we will go through the existing budget system and export required tables and data. Some of this data may be done in advance depending on the system and ease of access.

Client Attendees: Budget office staff (1-2 people) who knows the current system and how to run reports/save as delimited or Excel.

Duration: 2 hours

Preparation before the Meeting:

Client:

- Provide current system documentation

Sherpa:

- Review client-provided documents

Conversion - Interface from Financials

This is a working session where we will go through the existing Financial system exports of required data that will be used for monthly budget and actual loads going forward.

Client Attendees: Budget office staff (1-2 people) who knows the data they will want to have interfaced to Sherpa Budget.

Duration: 2 hours

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Preparation before the Meeting:

Client:

- If available, send existing interface files and layouts

Sherpa:

- Review existing files and layouts provided

Interface from HR (1)

This is a working session where we will go through the existing HR export files and required data that will be used to populate the Personnel Cost Forecasting projections/budgeting going forward.

- Positions
- Employees
- Job Classes
- Salary Tables
- Benefits
- Benefit Rates

Client Attendees: Budget office staff (1-2 people) who knows the personnel cost forecasting data they will need in Sherpa Budget

Duration: 2 hours

Preparation before the Meeting:

Client:

- NA

Sherpa:

- Provide an outline of the expected data required in BFM

Other Potential Workshops

Forecasting and Projections – Initial Review

This is a review of the major steps of the Forecasting and Projections process, following the budget timeline. The objective is to transfer knowledge of the client's process to the Sherpa project team which will be used to fine-tune future workshop topics. In addition, the client will identify major pain points or things that work well today and should be preserved. In this meeting Sherpa will be interviewing the client.

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Client Attendees: Typically, 1-3 people who understand the full lifecycle

Duration: 2 hours

Preparation before the Meeting:

Client:

- Provide process documentation

Sherpa:

- Review client-provided documents

Transfers, Internal service charges - Cost Pools, Inter-agency transfers, Buyer/Seller Agreements, Cost Allocations

Review budget items impacted by internal service charges and transfers. Discuss different types of charges, such as those with negotiations versus straight cost allocation.

Client Attendees: 1-3 people from the budget office familiar with the process; departments may be invited who are significant buyers or sellers of services.

Duration: 2 hours

Capital Budgeting

Review capital budgeting needs.

Client Attendees: 1-3 people from the budget office familiar with the process; departments may be invited who have capital projects.

Duration: 2 hours

Performance Measures/Strategic Plans

Review budget performance measures and strategic plans. Discuss different types of performance measures or strategic plans that impact budget /budget book.

Client Attendees: 1-3 people from the budget office familiar with the process; departments may be invited.

Duration: 2 hours

Supplemental/Mid-Year Adjustments

Review budget items impacted by supplemental or mid-year budget adjustments.

Client Attendees: 1-3 people from the budget office familiar with the process; departments may be invited.

Duration: 2 hours

Configuration Playbacks

As Sherpa project team configures areas of the system playback configuration/functionality with client project team.

Budget Forms/Admin Processes

One form is configured, usually the Base form. The client administrator will assist with testing. For each form, a general process is followed:

- Client and Sherpa review requirements and create a formal or informal design
 - Forms such as Base forms can often be informal
 - New complex process often requires a design document
- Sherpa: initial form configuration and unit testing
- Client Administrator: set up security with Sherpa support / assign to test users / test the form/ create the end user documentation for the budget form. This is done for each form as they are completed. This ensures that testing is thorough (it follows this guide) and standard changes are incorporated into the forms being developed.

PCF Setup

Initial data set is loaded, and initial projection is created.

- Sherpa: initial conversion and configuration
- Client and Sherpa review PCF Configuration – Pay periods, FY, Calendars
- Client and Sherpa review Salary table setup
- Client and Sherpa review Benefits setup
- Client and Sherpa review Job Class defaults
- Client and Sherpa review Position and Employee data
- Client: Review projection results using standard reports.
- Client and Sherpa work together to make any tweaks to setup/configuration

Project Activity Checklist

Chart of Accounts

Following are the chart of accounts used / mapping to the source system.

Budget System Label										
Sherpa Field	orgn	div	fund	prog	proj	grnt	acty	bdob	dim1	dimX

In the section below, delete dimensions not being used or note as NA. Add additional dimensions as needed.

Description	Who?	Timeline	Status?
Organization Dimension			
Determine Organization Groupings and Hierarchy			
Turn on needed Organization Groups, update screen and menu configuration			
Load/enter data for Organization Groups			
Configure Organization Dimension screen			
Load Dimension data			
Test Dimension data			
Setup Organizational Hierarchy			
Test Hierarchy – coincides with Org Security			
Update Universe – Org folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Org groups and hierarchies			
Run reports on groups and hierarchies			
Object / Account Dimension			
Determine Objects Groupings			
Turn on needed Object Groups, update screen and menu configuration			
Load/enter data for Object Groups			
Setup Object Types (Group 20 for Sherpa Budget 4.3+)			
Configure Object Dimension screen			
Load Dimension data			

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Description	Who?	Timeline	Status?
Test Dimension data			
Update Universe – Object folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Object groups and hierarchies			
Run reports on groups and hierarchies			
Fund Dimension			
Determine Fund Groupings			
Convert Fund Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Fund Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Fund folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Fund groups and hierarchies			
Run reports on groups and hierarchies			
Project (Proj) Dimension			
Determine Project (Proj) Groupings			
Convert Project (Proj) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Project (Proj) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Project (Proj) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Project (Proj) groups and hierarchies			

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Description	Who?	Timeline	Status?
Run reports on groups and hierarchies			
Grant (grnt) Dimension			
Determine Grant (grnt) Groupings			
Convert Grant (grnt) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Grant (grnt) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Grant (grnt) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Grant (grnt) groups and hierarchies			
Run reports on groups and hierarchies			
Program (prog) Dimension			
Determine Program (prog) Groupings			
Convert Program (prog) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Program (prog) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe –Program (prog) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Funded Program (prog) groups and hierarchies			
Run reports on groups and hierarchies			
Activity (acty) Dimension			
Determine Activity (acty) Groupings			

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Description	Who?	Timeline	Status?
Convert Activity (acty) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Activity (acty) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Activity (acty) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Activity (acty) groups and hierarchies			
Run reports on groups and hierarchies			
Performance Measures (dm1) Dimension			
Determine Performance Measures (dm1) Groupings			
Convert Performance Measures (dm1) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Performance Measures (dm1) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Performance Measures (dm1) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Performance Measures (dm1) groups and hierarchies			
Run reports on groups and hierarchies			

Data Conversion / Measures

Description	Who?	Timeline	Status?
Create 'budget equation' with client			

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Description	Who?	Timeline	Status?
Set up measures			
Measure posting			
Test measures / posting code crosswalk			
Test report on measures / posting code crosswalk			
Load converted data			
Verify converted data			
Historical Budget			
Historical Actuals			
Performance Data			
Other			

Security

Description	Who?	Timeline	Status?
Update Menu (names, hide/show)			
Define Menu Roles			
Setup Menu Roles			
Test Menu Roles			
Define Stage Roles – coincides with Form setup			
Setup Stage Roles			
Test Stage Roles			
Define Action Security Roles			
Setup Action Security Roles			
Test Action Roles			
Setup Organization Security Groups based on Org Hierarchy			
Define any additional unique Org Security Roles			
Define Security Groups			
Test Org Security Roles			
Determine Password Policy			
Determine Reporting User setup			
Load Users			
Test Users			

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Description	Who?	Timeline	Status?
User Acceptance Test –Users and Roles			
Single Sign-On setup required			

Base Budget

Description	Who?	Timeline	Status?
Budget Calculation – Create BCS Definition and Set for creating the Base Budget. Target should post to the measure ROLLOVER. If this data will be editable in a budget form, update the Admin Process to reflect that option.			
The Measure ROLLOVER will feed into the BASE measure for reporting, along with the results of PCF00.			

Budget Forms

Description	Who?	Timeline	Status?
Determine Type of Forms needed			
Design Budget Form			
Budget Form Configuration: Follow Budget Form Checklist!			
Determine Form Header Dimension Level			
Setup Needed Stages			
Setup Needed Measures			
Turn on needed Tabs/rename as desired			
Establish Form Dimensions			
Setup any Dimension filters			
Configure Form Measures			
Setup Process Control for Create Budget Form setup			
Configure Form Reports			
Test Form for Dimension and Measure setup			
Setup Header Screen Configuration			
Setup Import/Export Configuration			
Project Team Testing (each form as it is ready)			
Budget Office Form Testing			

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Description	Who?	Timeline	Status?
Project Team Form Testing / Include Department / Agency Users			
Repeat for each Form			

PCF

Description	Who?	Timeline	Status?
Determine pay periods/accruals/years/contracts			
Setup Fiscal year Table			
Setup/Load Pay Periods			
Review Year and Contract Year Table (created from Pay Period load)			
Setup/Load Calendar Date			
Setup/Load Benefit Calculation Frequency			
Determine Benefit Codes/groups/Categories			
Setup desired Benefit Groups for reporting			
Setup/Load Benefits			
Setup/Load Benefit Rates			
Determine which benefits are standard vs by employee			
Setup needed Benefit Categories			
Assign Benefits to Benefit Categories			
Determine Salary tables/Bargaining Units/Unions			
Setup BU/Union codes			
Setup Salary tables			
Setup Step Codes			
Setup Grades – If Job Class, will be automatically loaded with Job Class			
Load Salary Amounts			
Determine Needed Pay Progressions – Steps			
Setup Step Tables			
Setup Step Durations			
Determine Needed Pay Progressions – Non-Steps			
Setup Non-Step tables			

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Description	Who?	Timeline	Status?
Setup Non-Step dates/rates			
Determine needed Job Class groups for Reporting			
Turn on needed Job Class Groups			
Setup Job Class Groups			
Setup Grade/Class Global Parameter			
Setup/Load Job Class Codes			
Assign default Benefit Categories to Job Classes			
Determine and Setup Position Status Codes			
Determine and Setup Employee Status Codes			
Determine if Allocations Profiles are being used			
Setup Allocation Profile Codes			
Load Allocations			
Determine method for loading Positions/Employees			
Load Positions			
Load Position Funding/Allocations			
Load Position Benefits			
Test/Edit a few loaded Positions for accuracy			
Create Employees from Positions or			
Load Employees			
Load Position Funding/Allocations			
Load Position Benefits			
Test/Edit a few loaded Employees for accuracy			
Run Employee Validation			
Review and correct any errors			
Create Special Class/Lumpsum Job Classes			
Determine defaults			
Create Special Class/Lumpsum Position/Employees			
Determine Position/employee defaults (i.e., FTE, Salary %, status, etc)			
Determine Position Wizard and Position Tab load configuration			

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Description	Who?	Timeline	Status?
Review PCF Global Parameters			
Ensure parameters are setup			
Ensure default dates are accurate			
Setup Initial Projection (Version 0)			
Run Projection			
Review/Test Projection Results			
Review Standard PCF reports			
Make necessary adjustments to reports			
Make necessary adjustments to PCF setup			
Retest Projection run			
Test timings, determined tuning if needed	Sherpa	Once the projection is tested with full data loaded	
Determine needed PCF stages			
Setup Stages			
Best Practice: PCF00 is used for the initial projection; PCF00 posts to the Measure BASE. Advance to PCF01 before departments begin form entries.			
Setup Measures (PCF00 posts to the Measure BASE). Use new Incremental Post methodology when setting up measures.			
Determine Delta Projection Schedule			
Setup Projection Scheduler			

Reports

Description	Who?	Timeline	Status?
Create reporting environment	Sherpa Shane	Pre-project	
Load baseline reports, remove un-needed reports, test baseline reports	Sherpa Shane / team	Pre-project	
Create report tracker			
Create specifications (examples of each required report)			
Provide Reporting Overview Training	Sherpa		

Euna Budget Enterprise

Description	Who?	Timeline	Status?
Determine reporting strategy: who will have access to reports /when, who can make their own reports, standard versus interactive reports.			
Assign reports to Sherpa / Client with timelines			
Create Reporting folder structure and security structure			
Schedule training / report working sessions	Sherpa trains the client	Build a report together to start, schedule sessions throughout as needed	

Miscellaneous Setup

Description	Who?	Timeline	Status?
BFM Parameter Updates	Sherpa		
Email Configuration	Sherpa		
Budget Calculations			
Forecasts?			
Administrative Processes			
Test Delivered Processes			
Create New Processes as Needed			
Dev Environment			
Make Dev Environment			
Test Admin Process to Copy Prod to Dev			
Stage Advancer			
Practice Stage Advancer			
Configure Budget Submit Form (Optional)			
Errors / Validations			
Update Validation messages to match client nomenclature			
Mass turn-off validations for unused dimensions	Sherpa		
Home Page Updates			
Dashboard – Activate Widgets / Configure			
Make Custom Widgets			

Euna Budget Enterprise

Description	Who?	Timeline	Status?
Configure Report Widgets			
Task List			
Create task list / milestones			
Nightly Processes			
If any – set up nightly processes or other scheduled events, such as snapshots, forecasts			
Set up Rollover		Throughout the project	
Practice Rollover in Dev Environment		2 weeks prior to executing first rollover	

Interfaces - Financial

Description	Who?	Timeline	Status?
Determine frequency and type of interfaces.			
Determine methodology for 'automated' interfaces, if applicable (SFTP, other API)			
Budget to Sherpa			
Revised budget to Sherpa			
Actuals to Sherpa			
Encumbrances to Sherpa			
Sherpa to Financial System			
Chart of Accounts			

Publications - Optional

Description	Who?	Timeline	Status?
Create publications tracker	Sherpa		
Create specifications (examples of each required publication)	Client		
Setup PADS environment	Sherpa		
Create org hierarchy outline / automated process for synchronization	Sherpa		
Create publication outline (PADS)	Sherpa with Client Support		

Euna Budget Enterprise

Description	Who?	Timeline	Status?
Create end-user publication guide (draft) that outlines how the software will be used to collect information by departments	Client with Sherpa support		
Create test department section	Sherpa		
Run full department sections	Sherpa		
Create front-matter / other sections	Sherpa		
Test refresh of the book	Client		
Create system administrator publication guide that outlines how the budget office will manage PADS and the publication process	Client with Sherpa support		

Change Management and Training

Knowledge Transfer

Knowledge transfer takes place throughout the project, most of which is delivered 'just in time' for each functional activity.

Sherpa Academy

Beginning in Q1 2024, Sherpa will offer a Sherpa Academy. The initial academy will cover all system administration functions of the system. The class is intended only for system administrators. Each client will send at least 2 participants and up to 8 to the Academy to kick off the project. The Academy is generally delivered online and can be completed in 1-2 weeks.

Sherpa Budget Project Training

Building on the Sherpa Academy, the Sherpa implementation team will train Client personnel on key areas of the system. For example, when budget forms are configured, the Client will configure these alongside the Sherpa team and test the results. Sherpa will provide instruction wherever needed to supplement the Academy. By the end of the implementation, all functionality used by the Client will be covered.

Software User Guides

Sherpa delivers Software User Guides for major functional areas that contain click-by-click instructions on how to navigate, save, delete, and import data where relevant. These are generic guides and do not include client-specific documentation.

System Administration Guide

Euna Budget Enterprise

The System Administration Guide is a client-specific configuration guide that details how the Client will maintain the system. This will include specific tasks, such as how to add a new organization. It is typically not click-by-click; a typical guide item would note that to create an org, these 5 attributes are required and for what reason. The Guide is created by the Client with Sherpa support. Sherpa will provide examples from other Clients from which to start.

Reporting

Reports will be created throughout the project, starting in the first weeks. Sherpa is ultimately responsible for ensuring all reports are configured.

Initial reports will be ad hoc in nature to test conversions. Subsequently, more 'standard' and formatted reports will be created. Reporting knowledge transfer is critical for long-term maintenance of the solution, since new reports are required frequently. In order to build this expertise, the Client will configure reports alongside our team throughout the project. Sherpa will work with the Client to determine assignments and will train and support Client in the creation of reports. Sherpa will likely make some reports without client involvement; in this case, Sherpa will train the Client on any needed configuration to understand how the report is set up. The Client will test all reports for accuracy.

Reporting Overview

Early in the project, Sherpa delivers the Reporting Overview session. This course is designed to demonstrate the solution reporting capabilities including navigation, filtering, and export options, and an overview of the data model. We will review the importance of hierarchies and groups and discuss how Measures work.

This instructor-led course is 2 hours in duration for up to 12 participants per course.

Reporting Administration

This course will provide instruction on the administration of the reporting environment including security and document maintenance. This course is offered to the reporting administrator (and a highly recommended back-up administrator). Following this training, the Client will work with Sherpa to set up and test security for reporting.

This instructor-led course is 2 hours in duration for up to 3 participants per course.

Sherpa Publishing Administration

For clients using Sherpa Publishing, Sherpa will deliver Sherpa Publishing administration training to ensure clients can maintain the delivered publications. This course will provide instruction on the administration of the publishing environment including security, variable

Euna Budget Enterprise

management, directories, and book hierarchies. This course is offered to the publishing administrator (and a highly recommended back-up administrator).

This instructor-led course is 1 hour in duration for up to 3 participants per course.

Client Engagement

Clients will create user groups at their discretion to ensure users are aware of the project and have an opportunity to provide feedback throughout the process. Following is our recommended approach.

Core Project Team

The Core Project team consists of 2-4 people who are the primary members of the implementation team. They will attend design workshops and create the initial configuration. The Core Project team will have experts in each functional area based on the project scope, including:

- Operating budgeting
- Capital budgeting
- Personnel budgeting
- Reporting
- Publishing

Time Commitment (Per participant, will vary based on assignments):

- Workshops: 80 hours
- Configuration and Conversion Reviews: 160 hours
- System training (receiving): 120 hours
- Reporting training (receiving): 16 hours
- End User Training Document Preparation or Review: 80 hours
- Budget Office Team Training : 24 hours

Typical team size: 3

Budget Office / HR-PCF Team

The Budget Office / HR-PCF Teams will be comprised of representatives (or the full team) who will review key configuration throughout the project. During workshops, the Budget Office / HR-PCF team may be brought in to participate in sessions pertaining to their areas of expertise. The Core Project Team will present to the Budget Office / HR-PCF Team the proposed processes, workflows, forms, PCF Configuration and reports to obtain feedback. The Budget Office / HR-PCF Team will be trained by the Core Project Team prior to End User training.

Time Commitment (Per participant):

Euna Budget Enterprise

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 6

Agency/ Department Team

The Core Project Team will create a group of department representatives, typically some from smaller and larger departments, who represent different types of users of the system. During workshops, the Department Team will participate in targeted sessions, such as those pertaining to Department workflows and internal service charges.

The Core Project Team or Budget Office Team will present the configuration to the Agency/Department Team to solicit feedback throughout the engagement.

Time Commitment (Per participant):

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 8

End User Group

The Core Project Team will determine the roster of End users of the system. The Team will send out periodic updates on the project, including key activity dates. There are at least 2 presentations made to the End User Group. The first will be after the initial round of configuration is made, showing users how to use a base-style budget form and reports that show converted data. This will inform users of new look and feel and allow for initial feedback. The second meeting is typically held after a substantial amount of configuration is completed and will present a more holistic view of the configured solution.

Time Commitment (Per participant):

- Attending presentations: 3 hours

Typical team size: 15

Client Engagement Process

Euna Budget Enterprise

Configuration reviews are performed iteratively throughout the project. The process flow will be the same for each iteration, starting with our small project team and expanding to the larger groups.



Our goal is to produce real outputs early in the project to allow for immediate Client involvement. The project plan created for each project will include the review steps noted above. For example, a project may have:

- Review 1: Base budget form and initial conversion, Reporting Overview
- Review 2: Operating Budget forms
- Review 3: Operating Reports
- Review 4: PCF Results
- Review 5: Capital Budget / Performance Measure forms and reports
- Review 6: Budget monitoring and execution

User Training

Training Guides

Regardless of training delivery method, Sherpa and the Client will work together to create Training Guides. These guides will have an overview of the process and detailed instructions on how each form or function works. These may be supplemented by Quick Reference guides (1 page cheat-sheets) or other types of job aids.

Training – Train the Trainer Required

Regardless of training approach, budget office staff will be trained to be trainers. If End User training is delivered, the Budget Office Team will deliver this training. If there is no additional formal training for end users, this training will still be used to help support labs and answer questions from departments throughout the process.

Prerequisite: Review of End User training guides is completed before the class begins

This class will include:

- Policies and procedures overview (Client-led)
- System overview
- Review all forms and their purpose
- Practice – each different type of form will be used by the team in class

Euna Budget Enterprise

- Training Guides – we will follow Training Guides to ensure they are complete and accurate

This instructor-led course is 4 hours in duration for up to 8 participants per course.

Training – Standard Required

Prerequisite: Training the Trainer classes

Sherpa's recommended approach is specifically designed to support large group training for budgeting. Nearly all clients have a budget kickoff each year. Our training combines this kickoff with system training.

The Core Project Team will work with Sherpa to create materials that are click-by-click and specific to the exact forms and processes used by the client. Materials will be sent out to end users and will be available in the application.

End User training will be done in 1-4 large-group settings, either virtually, in a large meeting area, or both. The first part of the training is a review of budget policies / budget instructions for the year. This will be followed by a system demonstration, showing how forms are used and how reports and other processes are used. The session will involve questions / answers throughout. Training is recorded for those who could not attend.

Following end user meetings, the Core Project Team and Budget Office team will host in-person Budget Labs or hold sessions for hands-on training.

Budget Labs Optional

Prerequisite: Training the Trainer classes

Labs are opportunities for end users to bring their materials with them to a computer-based training lab and get direct support as they enter their requests. These are often organized by Budget Office teams by department. For example, 2 analysts may host a lab and invite the departments they cover. Labs can be scheduled throughout the department budget request timeline to allow for early and late users to get additional support as needed.

End User Training – Client Delivered Optional

Prerequisite: Training the Trainer classes

Euna Budget Enterprise

Clients determine if this optional training is required, based on what they know of their processes and end users. If End User Training is required, the Budget Office Team, supported by the Core Project Team, will deliver training. Classes will follow End User training guides.

This instructor-led course is 2 hours in duration for up to 12 participants per course. If there is a single instructor with no in-room support, Sherpa recommends no more than 8 per course.

Training – Sherpa Delivered Optional

Sherpa can deliver training at the Client's request. The supplemental training cost is based on the number of classes and if they are delivered on-site or virtually. Sherpa recommends having Client budget office staff in the room to help answer policy-related questions.

Ad hoc Report Development Optional

Ad hoc reports provide the data required in a simple format. This course is designed to provide an overview of the development tools available, an introduction to the starter report, and the steps necessary to create an ad hoc report. Sherpa delivers this training to the core project team, who then deliver the class to End Users and Budget Office users.

This instructor-led course is 2 hours in duration for up to 8 participants per course.

Advanced Reporting Optional

Prerequisite: Ad hoc Report Development

Advanced or Formatted reports require data with subtotals driven by sections, breaks, varying filters, and/or calculation logic. This course will build on the Ad hoc Reporting class and is designed to provide guidance on using the development tool to generate the desired results for complex reports.

This course is designed for the Budget Office Team and department end users who will be able to make changes to existing reports or make their own reports. Users in this class will select standard reports, 'save as' as a starting point, and will add or subtract fields, create filters/input controls, and prompts.

The same class can be offered to End Users and Budget Office users. Successful participants will have a strong understanding of their data. Not all departments will have candidates for this class. An average department may send 1-2 people to this class. Sherpa recommends that the

Euna Budget Enterprise

Budget Office participates in training End Users if Advanced Reporting is rolled out. This ensures that the Budget Office team is at least as advanced as the Department users.

This instructor-led course is 3 hours in duration for up to 4 participants per course.

Sherpa Publishing End User

Required for Sherpa Publishing Clients with End User access

Sherpa Publishing offers distributed access to adding supplemental information to budget books, such as jpgs, pdfs, word documents, and free-form narrative. This course will teach end users how to access and update their sections of the budget book and run their sections of the book.

This instructor-led course is 1 hour in duration for up to 20 participants per course.



CITY OF SAN ANTONIO
**INFORMATION TECHNOLOGY
SERVICES DEPARTMENT**

Non-City Employee Provisioning Guide

Version 1.4 • December 08, 2018

1. Purpose

This document establishes the process for creating and maintaining “Non-City Employee Accounts” for accessing City of San Antonio (COSA) network and systems.

Definition: A Non-City Employee Account is a user account affiliated with a third party, vendor, consultant, contractor, partner or a staff augmentation employee. This user is created and given access for a temporary purpose in support of a sponsoring department.

2. Policy

All **Non-City Employee Accounts** must be given the same attention as COSA employee user accounts and be de-provisioned when no longer needed. Non-City Employee Accounts will expire every sixty days; prior to the sixty day expiration, the Sponsoring Department will receive an email asking for verification that the account is still needed. If the account is no longer needed, the Sponsoring Department should notify HR to terminate the SAP number which will initiate the termination of all other accounts with ITSD. Sponsoring Departments should notify ITSD if the sponsor of a non-employee changes.

3. Documentation

Non-City Employee Accounts and/or Proximity Identification Cards (ID Cards) will not be provisioned without proper documentation to identify the sponsoring department for accountability and verification of compliance with Federal and/or State requirements and COSA Administrative Directives. Documentation required is based on sponsoring department and will consist of the following:

San Antonio Police Department (SAPD) Under Security Addendum

Security Addendum Certification Page

Non-Employee Request Form

Access Control Sponsorship Form

SAPD under User Agreement (Business Entity)

Computer Resource User Agreement (Form 122)

Non-Employee Request Form

Access Control Sponsorship Form

All Other COSA Departments

Access Control Attestation Letter

Non-Employee Request Form

Access Control Sponsorship Form

4. Responsibilities

4.1. San Antonio Police Department (SAPD)

- SAPD will maintain signed Security Addendums for company's providing services in accordance with the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.
- SAPD will maintain signed User Agreement (Business Entity) agreements with external company/organizations that require access to COSA networks and systems.
- SAPD will coordinate with the Non-City Employee's company/organization to provide them copies of the COSA Security Administrative Directives for review.
- SAPD will require a completed Security Addendum Certification Page for any sponsored non-employee under a Security Addendum.
- SAPD will require a completed Computer Resource User Agreement (Form 122) for any non-employee under a User Agreement (Business Entity) agreement.
- SAPD will request a Non-City Employee number from HR via Non-Employee Request Form for all Non-Employees being sponsored under a Security Addendum or User Agreement (Business Entity).
- SAPD will complete the Access Control Sponsorship Form once the Non-City Employee number is assigned and submit to the ITSD Coordinators along with the signed Security Addendum Certification Page or Form 122.
- SAPD is responsible for promptly notifying HR of sponsored non-employees who are no longer supporting SAPD for whatever reason.

4.2. All Other COSA Departments

- Sponsoring Departments will coordinate with the Non-City Employee's company/organization to provide them copies of the COSA Security Administrative Directives for review.
- Sponsoring Departments will require a completed Attestation Letter for any sponsored non-employee.
- Sponsoring Departments will request a Non-City Employee number from HR via Non-Employee Request Form for all Non-Employees being sponsored.
- Sponsoring Departments will complete the Access Control Sponsorship Form once the Non-City Employee number is assigned and submit to the ITSD Coordinators along with the signed Attestation Letter.
- Sponsoring Department is responsible for promptly notifying HR of sponsored non-employees who are no longer supporting SAPD for whatever reason.

4.3. HR Department

- HR will receive completed “NON-EMPLOYEE REQUEST FORM” from the Sponsoring Department.
- HR will review the “**NON-EMPLOYEE REQUEST FORM**” and create a Non - Employee number. “**NON-EMPLOYEE REQUEST FORMS**” that are Incomplete will be sent back to the Sponsoring Department to make needed changes
- Upon learning that a NON-EMPLOYEE is separating from the City, HR is responsible for immediately withdrawing the Employee Number from SAP System (HR-Master Data).

4.4. ITSD Department

- ITSD Service Coordinators will receive all completed Sponsorship Forms from the Sponsoring Department.
- ITSD will add, deactivate, or modify a Non-City Employee user account.
- ITSD will update Non-City Employee information on the system as requested when the contact information changes.
- ITSD will provide notification of verification every sixty days to ensure accounts are still needed.

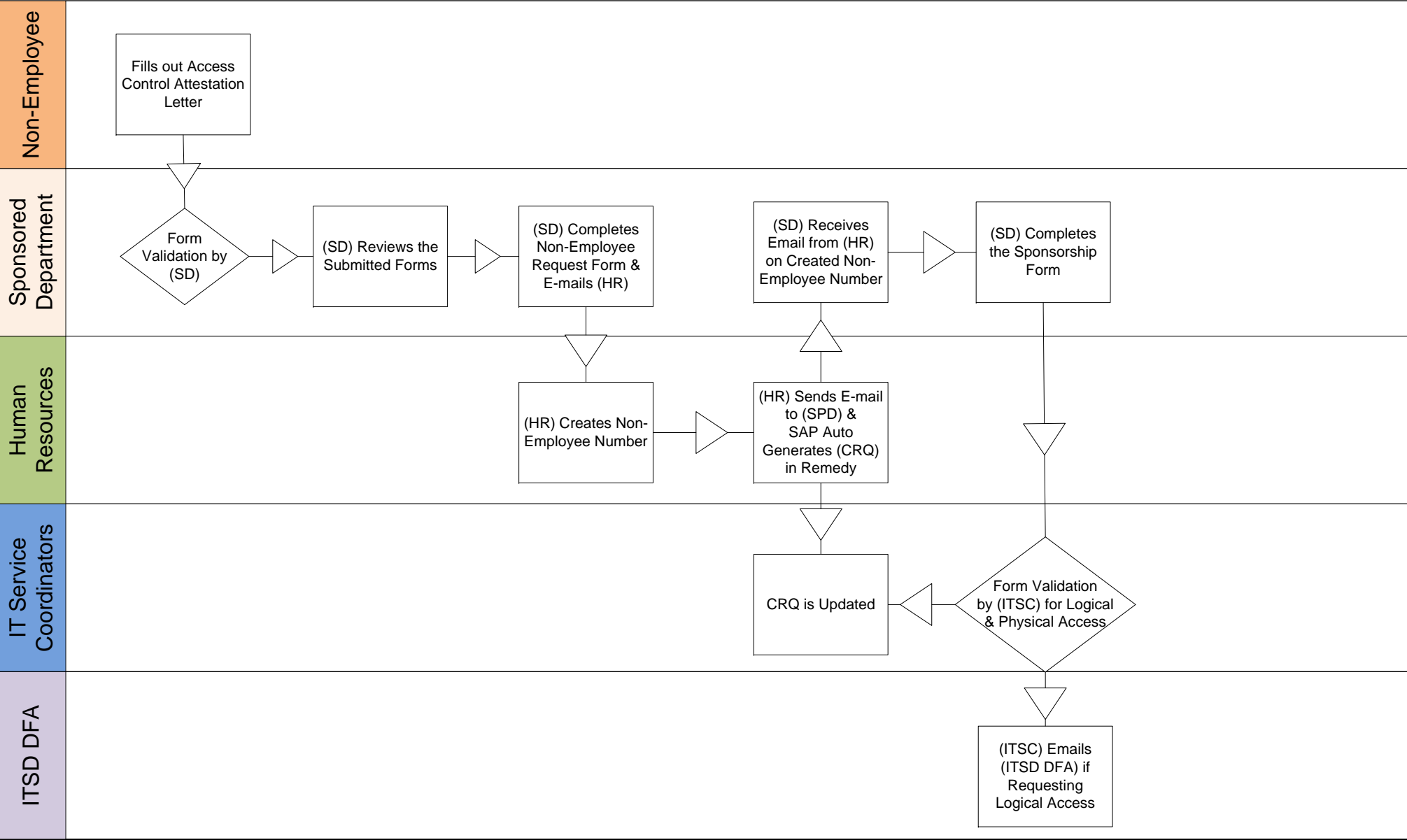
5. Procedures

- Non-City Employee Accounts will be used by non-city employee users who must access one workstation or application to perform assigned duties for temporary work.
- The Non-City Employee Form Process must be followed to request the creation of a Non-City Employee Account.
- Each Non-City Employee Account must have a designated Sponsoring Department who is responsible for the management of access to the account.
- Each Non-City Employee Account must have a short description of the business case requiring the creation of the account.
- Documentation must be maintained by the Sponsoring Department, which will include a list of individuals who have current access to the account.
- The account password must be changed promptly whenever individuals accessing the account are terminated for any reason, or are transferred to a role that does not require access.
- The documentation must be available upon request for a review or a security assessment as often as quarterly or as defined by the Information Security Committee.

- Requests for all Non-City Employee Accounts will be reviewed and signed by the Sponsoring Department, and recommendations for approval or disapproval as appropriate will be made by the HR Department.
- Non-City Employee Accounts will be reviewed on a regular schedule for appropriateness of access and ongoing need.
- Each Non-City Employee Accounts must have a password associated with it.
- All passwords must be treated as sensitive, confidential. User accounts and passwords must not be shared with anyone, including Information Technology Services staff.
- Passwords must not be written down, inserted into email messages or distributed in any other forms of electronic communication.
- Non-City Employee user accounts must have strong passwords consisting of a minimum of 8 characters in length.
- At a minimum, Non-City Employee user account passwords must be changed every 3 months.
- Applications requiring user authentication via a password must ensure the application supports authentication of individual users, not groups, and does not store the password in clear text or any easily reversible form.
- Anyone suspecting that an account or password has been compromised should report the incident to the helpdesk immediately.

ITSD Non-Employee User Provisioning Workflow

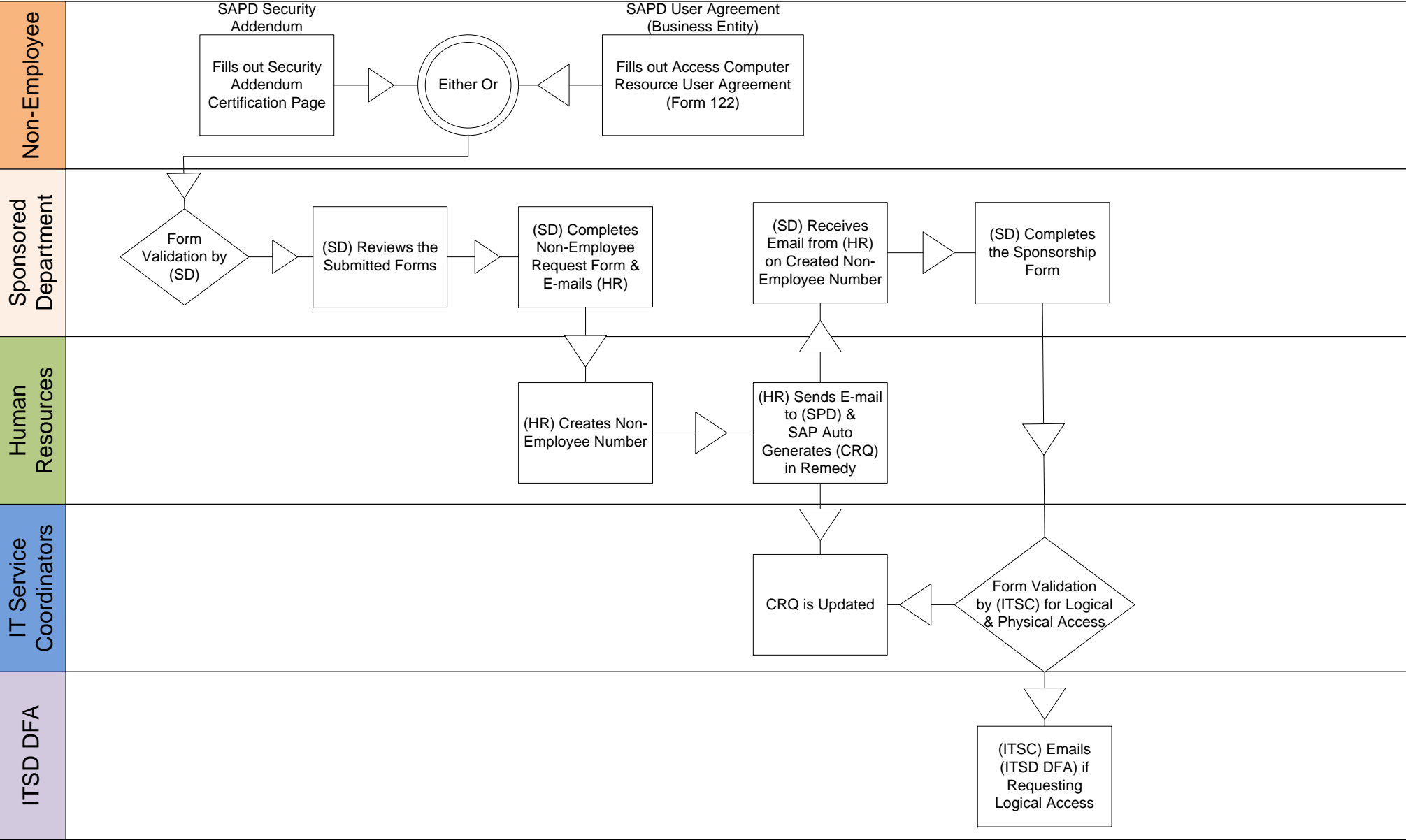
All Departments (Except SAPD)



Sponsored Department = (SD)
HRNon-EmployeeHires@sanantonio.gov = (HR)
IT Service Coordinators = (ITSC)
Change ReQuest = (CRQ)
ITSD Departmental Fiscal Administrator = (ITSD DFA)

ITSD Non-Employee User Provisioning Workflow

SAPD Only



Sponsored Department = (SD)
HRNon-EmployeeHires@sanantonio.gov = (HR)
IT Service Coordinators = (ITSC)
Change ReQuest = (CRQ)
ITSD Departmental Fiscal Administrator = (ITSD DFA)



City of San Antonio ITSD Service Coordination
Please attach form to [IT Service Request](#)
Access Control Attestation Letter -Version 1.4



To: City of San Antonio (COSA)
_____ [Sponsoring Department] San Antonio, TX

Copy: Information Technology Services Department (ITSD)

Re: Access Control Attestation Letter -Version 1.4

By this letter, as a representative legally empowered to sign on behalf of _____, who is requesting COSA access (access includes physical and/or remote to any internal systems, networks, information resources, facility(ies), including the data center, secure data center or network closet (MDF/IDF)); I am attesting that he/she has received read and been made aware of the responsibility to adhere to COSA Administrative Directives and Security requirements for access including completion of a background check to aid in establishing trust for a business or individual that proves service to the City. He/she understand they must comply with the following requirements:

- Log-in accounts may not be shared. Each user requiring access must request applicable Network/system accounts(s) via their COSA sponsor.
- Local accounts may not be created on CoSA systems for his/her use.
- Passwords used to access COSA systems will be in compliance with CoSA AD7.4a Acceptable Use of Technology (Password Policy).
- All systems and devices that connect to the City network/systems must use anti-virus software with current signatures.
- On-site and remote access connections must only be used for approved CoSA business purposes in a lawful and ethical manner.
- Any changes that could interrupt services must be brought to the attention of the CoSA ITSD system owner Prior to implementing.
- Access ID cards/credentials may not be shared. Each user requiring unescorted physical access must be Issued their own ID card/credential.
- Employees granted unescorted physical access to a City facility shall not grant the same level of access to personnel who have not been cleared for the access.



City of San Antonio ITSD Service Coordination
Please attach form to [IT Service Request](#)
Access Control Attestation Letter -Version 1.4



I have verified that *Last Name*_____ *First Name*_____
*Middle Name*_____ of individual.

Date of Background check_____ has one or more of the following acceptable
“authorities” for background checks:

- Active US Department of Defense (DOD) security clearance.
- Active US Government clearance issued by a Department or Agency of the US Federal government.
- State of Texas active and valid background check or current security clearance issued by the State of Texas.
- Company criminal background check conducted on the employee within the last two (2) years and must include a National or International (<6 months living in US or ineligible for national background check) criminal background check.

Certain systems, applications, and facilities have additional requirements which may include the submission of fingerprints and FBI clearance prior to access. For access to those systems and/or facilities a FBI fingerprint submission is required through SAPD. FBI fingerprint background check is required for access to Criminal Justice Information Services (CJIS) systems and must be authorized by San Antonio Police Department (SAPD)

Should the individual executing this letter be attester then a copy of the background check in its entirety must be submitted to the City of San Antonio Sponsoring Department via a secure means.

Organizations with an established CJIS Security Addendum may submit the CJIS Security Addendum Certification form in lieu of this COSA Access Compliance Attestation for each person requesting COSA access.

Signed Acknowledgement

By Signing below, I certify that I meet all access and security measures, requirements, and procedures required in the performance of my authorized job function and I have read and understand my ethical, legal, and password security responsibilities as described above.

(Applicant's Signature) _____ (Print Name of signature)

(Representative Signature) _____ (Print Name of signature)

(Title of Representative) _____ (Telephone number)

(Company Name) _____ (Date)



City of San Antonio HR-Department
HRNon-EmployeeHires@sanantonio.gov
Non-City Employees through Outside Agency



NON-EMPLOYEE REQUEST FORM
Non-Employee Information *(Completed by non-employee)*

Name: <i>(As it appears on SS card:)</i>			
Social Security #:	CALL DEPT HRS WITH THIS INFORMATION	Date of Birth:	
Marital Status:		Gender:	

Home Address:					
City:		State:		Zip Code:	
Telephone Number:					

Department Information *(Completed by Department)*

Work Address:					
City:		State:		Zip Code:	

Dept. Fund:	73001000
Functional Area:	999999999990
TAS CODE:	<i>(Contact Time Administrator in the Sponsors Department for TAS Code)</i>
Org Key (Cost Center):	<i>(Contact DFA in the Sponsors Department for Cost Center)</i>
Start Date:	

Human Resources *(Completed by HR)*

SAP #			
Completed by:		Date:	



City of San Antonio ITSD Service Coordination

Please attach form to [IT Service Request](#)

Access Control Sponsorship Form Version 1.4



Filled by COSA Sponsoring Department only

Section I – User Information

<input type="checkbox"/> Vendor/ Contractor/ Third Party	<input type="checkbox"/> Volunteers	<input type="checkbox"/> Council Aide Signature: _____	
Company/Organization Name:			
Company/Organization Address:		City/State/Country:	Zip Code:
Applicant's Name	Last:	First:	Middle Initial:
Applicant's SAP Non-Employee #:			
COSA Sponsoring Department:	COSA Sponsoring Official Name:	COSA Sponsoring Official Title:	COSA Sponsoring Official Employee ID:

Section II – Detailed Explanation of Request – (complete by COSA Sponsoring Official)

What will you be connecting to (server, application, email, etc.)? Describe the work to be completed. (Provide detailed information) Or describe what access needs to be removed. Do you have any unique requirements?	

Section III – Type of access being requested – (complete by COSA Sponsoring Official)

Physical	SSL/VPN	RDP/CITRIX	SSH	SFTP	Other Please Specify
<input type="checkbox"/> New	New	New	New	New	
<input type="checkbox"/> Update	Update	Update	Update	Update	
<input type="checkbox"/> Remove	Remove	Remove	Remove	Remove	

Section IV – Requesting Authorization

The form must be signed by COSA Sponsoring department Director, Manager or Supervisor.

Has the Applicant completed national background check: ☐ Yes ☐ No

If required has the Applicant completed Local Police Finger Prints:: ☐ Yes ☐ No

Access to non-CJIS/TLETS/SAPD systems do not require Fingerprints

Print name of COSA Sponsoring Official:			
COSA Sponsoring Official Signature/Date:			
Title/Dept of COSA Sponsoring Official:		Phone:	

Notice: Submit completed forms to COSA ITSD Service Coordinators. ITSD is not responsible for delays in granting access due to errant or incomplete information.

COSA account that is inactive for more than 30 days will be disabled.

Satisfactory National or International Criminal Background is required for approval. AD4.55

International Background if less then six months living in US or ineligible for national background check.

Form ID	Title
	1 Program Change Form
	2 Performance Measures for Budget Book
	4 Budget Initiative Template
	5 Capital Outlay Template
	6 Net-Zero Template
	7 Capital Projects
	8 ReEstimate Form
DFA Submittals (budget process, Task, form)	
	Published Quarterly Update
Additional forms	
	1 One Time Expenditure Form
	2 Position Validation Form
	3 Snapshot Personnel Comparison Form
	4 Target Budget Form
	5 Re-Estimate Projection Form – Expenditures
	6 Five Year Revenue History and Projection Form
	7 Program Inventory Form

Additional information

Improvements, Mandates, Reductions, Target Adjustments

updates year to year

Quarterly update from the Departments providing update and status

quarterly of Approved Initiatives

Part of Budget Process

Move money from one to other - Budget Process

March

Additional Publication

Collection Dates

Start collecting these Mandates in February,
Proposed (July), Adopted (August)

December, March, July, September

February

February

March

February

NOTES

This form is a form that is sent out to the Department to gather any changes/updates and then used to

Publish in the new Budget Book. Already have content in an Access database as a starting place. Info is

gathered in August to update column F, G, H for each of their initiatives. Data provided by Department will then just be used for the Budget Book

Today you have this data Access producing a PDF document out Access

** will need to upload current information for reporting purposes

December, March, July, September - Initial numbers in Access

INFORMATION TECHNOLOGY SERVICES

INFORMATION TECHNOLOGY SERVICES
AIRPORT TERMINAL DEVELOPMENT PROJECT

PERFORMANCE MEASURES

These Performance Measures are strategic benchmarking devices that demonstrate the department's efforts in achieving its Goals and Objectives.

Performance Measure	FY 2023 Actuals	FY 2024 Target	FY 2024 Result	FY 2023 Result
INPUTS				
Service calls received	70,333	69,000	68,500	
Service calls answered	67,315	67,000	66,260	
Number of work order incidents	67,734	78,000	78,758	
Number of work order requests	35,591	39,000	38,026	
Total number of desktops and laptops	11,543	10,461	10,539	
Number of multi-function printers	472	500	588	
Number of desk phones	8,200	8,000	8,100	
Number of mobile phones and tablets	4,153	3,886	4,249	
Total number of Emergency Radio System Licenses	7,335	8,000	8,350	
Total number Emergency Radio System Portables deployed	/	/	6,652	
OUTPUTS				
Number of total calls abandoned	3,019	3,000	2,971	
Number of calls that are escalated	539	300	257	
Average number of seconds to answer a call	/	40	25	
Average minutes to address calls	/	5:33	4:75	
Call abandonment rate	5%	5%	6%	
On-premise data storage (in terabytes)	1,710	/	15,690	
Cloud data storage (in terabytes)	339	/	386	
Number of technology projects implemented	15	20	22	

RVICES FUND
OGRAM FUND

Y 2025
Target

72,180

69,000

78,000

44,000

10,531

490

7,500

4,417

7,880

6,652

3,000

350

40

5:20

5%

11,819

4,492

30



Information Technology Services Department

Testing Policy

Version 1.5

Revision History

Date	Version	Description	Author
12/01/18	1.0	Draft	Sudha Vemu
5/9/2019	1.5	Final Review	Donald Hubbs/ Kathy Esquivel

Approvals

Date	Version	Name	Designation	Signature
05/16/19	1.5	Sudha Vemu	Quality Assurance Program Manager	
		Don Hubbs	PMO Manager	
		Martha Estrada	BA Manager	

1. Introduction

The system and software testing process is an integral part of any project. This document lists the minimum standards for this process the City of San Antonio (COSA) requires ensuring the delivery of quality projects. A well-defined risk based testing approach is a mandatory part of any COSA project.

2. Mission Statement

To verify, validate and measure the quality of software or systems being delivered. Ensure that testing in all forms and all stages is performed effectively. Demonstrate that a quality product is delivered and that it satisfies the end-user's requirements; which in turn, will deliver quality services to the citizens of San Antonio.

3. Purpose of this document

This Test policy document describes the organizations high level testing philosophy, objectives, and standards for testing. This document establishes the minimum standard and approach for testing. This document will be attached to all Statements of Work (SOW) as an addendum to all projects. In signing the SOW, the Vendor agrees to this policy standard.

4. Intended Audience

- Testing and Technical Team Members
- The Customer / End Users
- Project Stakeholders
- Project Managers
- Project Sponsors
- Vendors
- Business Analysts

5. Scope

This document contains information about how to ensure our testing process is effective and that our systems meet the customer's requirements, which have been documented. This standard applies to all systems.

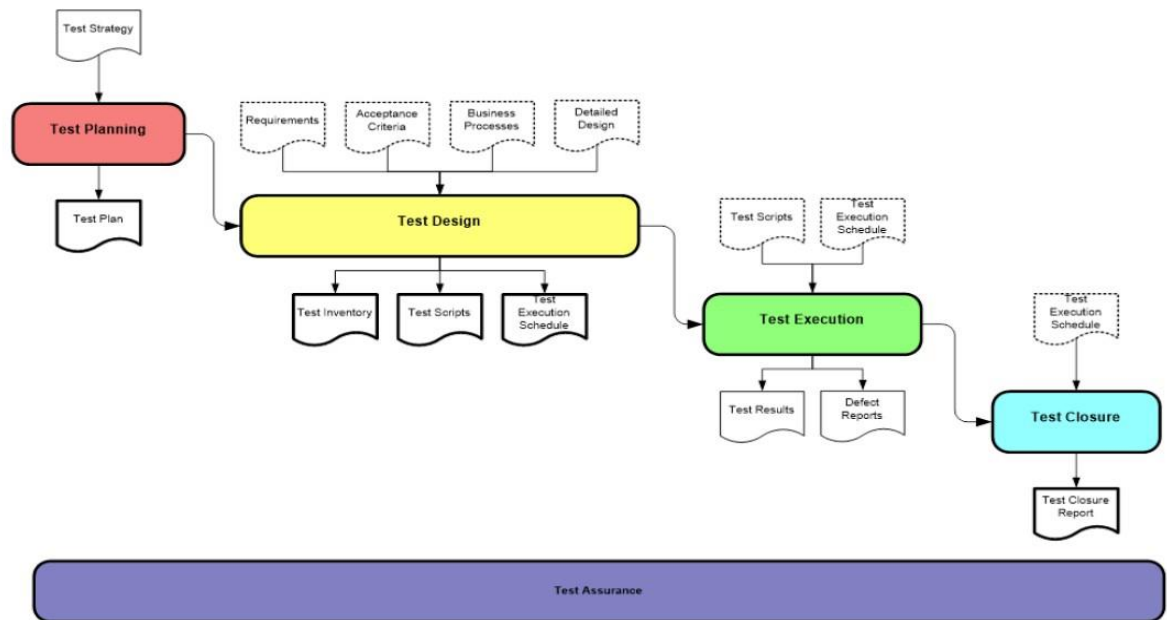
6. Policy

- Risk based approach to testing to be adopted to help target, focus and prioritize testing with the added benefit of making efficient use of resources
- Test as early as possible for defect prevention and detection
- Review system requirements; analyze, and incorporate applicable verification and validation processes
- All systems adhere to V model standard testing methodology, at a minimum, is preferred
- Test Strategy reviewed and approved as the part of respondent's proposal
- Regardless of system development methodology, all applicable levels of testing should be in place
- Master test plan or a level test plan, based on the project scope, needs to be approved before execution of any tests
- A formal system and UAT test plan is in place
- Appropriate Test Design and Test Coverage is in place
- Test KPIs, status and metrics reporting mechanisms are in place
- Defect tracking and reporting mechanism is in place
- Test monitoring and controlling process is in place

- Testing roles and responsibilities clearly defined before the initiation of testing
- Level tests completion, review, and approval process is in place

7. Overview of High Level Testing Process

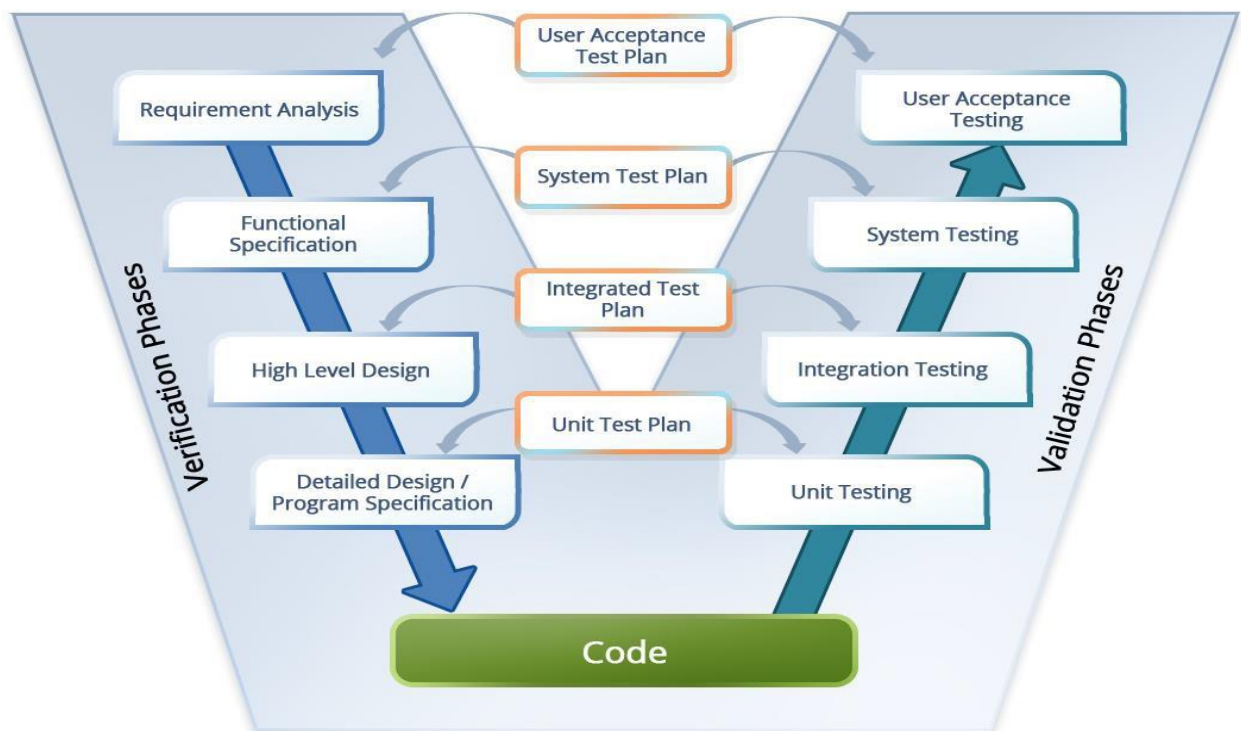
Below is a high-level overview of each stage of the fundamental testing process, as well the test deliverables required as the outputs of the stage, as applicable to the specific project.



Task	Specific Goal	Phase
Test Strategy		Proposal/Initiate
	Establish a Test Strategy	
	Establish Test Performance Indicators	
Test Planning	Understand the context and scope	Initiate/Plan/ Execute
	Perform Risk Assessment	
	Organize Test Plan Development	
	Identify and analyze risks	
	Establish test approach	
	Establish test estimates	
	Develop a Test Plan/s (at a minimum for System and UAT (including functional and nonfunctional coverage)	
	Test Plan/s review and approval	
Test Design	Test Design and procedures	Plan/Execute
	Test Cases/Scripts	
	Test Coverage Matrix/Requirement Traceability Matrix	
Test Environment/Test Data	Develop Test Environment and Test Data Requirements, when required	Execute
	Perform Test Environment and Test Data Implementation, when required	
	Manage and Control Test Environments, when required	

Test Execution and Defect Management	Perform Test Implementation	Execute
	Manage Test Incidents to Closure	
	Test Status Reports	
	Defects Log System Test Approval Certification User Acceptance Test Approval Certification	
Test Monitoring and Control	Monitor Test Progress Against Plan	Execute
	Monitor Software and System Quality Against Plan and Expectations	
	Manage Corrective Actions to Closure	
Test Closure	Lessons Learned	Execute/Close
	Report Test completion and certification, where required	
	Archive Test assets Clean up test environment, where required	

8. V Model



9. Verification Approach

Verification is the process of evaluating software and systems before the development phase to find out whether they meet the specified requirements. The objective of Verification is to make sure that the product being developed meets the requirements and design specifications. The approach to verification may be a formal or informal review, meeting, demo, inspection or an examination of the business analyst's/ technical/SME's work products prior to implementation. The review areas may include, but are not limited to, use cases, requirements, functional specifications, technical specifications, configuration data, test data and design specifications.

10. Validation approach

Validation is the process of evaluating software at the end of the development process to determine whether the software and the system meet the customers' expectations and requirements.

Typical test levels in validation approach, at a minimum, should include unit testing, integration testing, system testing and user acceptance testing.

11. Unit Testing:

Testing of individual hardware or software components, modules or units

Level	Owner	Objectives	Typical Key areas of Testing	Environment
Unit Test	Developer (Vendor Developer)	Detect defects in code , module, product, system, , program, component or a function in units. To demonstrate that the performance of these individual unit components are correct, per requirements. Developer testing	Unit level component testing, Unit level functional testing	Development

12. Integration Testing:

Testing in which software, hardware or interface components combined and tested to evaluate the interaction among them. This term is commonly used for both the integration of components and the integration of entire systems.

Level	Owner	Objectives	Typical Key areas of Testing	Environment
Integration	Developer (Vendor Developer and ITSD, where required, will include additional parties)	Detect defects in unit interfaces, systems integration, components interactions and interfaces Developer testing in coordination with other interface/integration partners	Systems interfaces, integrations, unit interoperability and compatibility	Development

13. System Testing:

Testing conducted on a complete system to evaluate the system's compliance with its specified functional and technical requirements before moving into formal UAT testing for business operational readiness and acceptance. System Testing verifies that functional and non-functional requirements have been met. Load and performance testing, stress testing, regression testing, etc., are subsets of system testing.

Level	Owner	Objectives	Typical Key areas of Testing	Environment
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System	<p>By Quality Assurance – if independent team exists</p> <p>By Technical Teams</p> <p>(Vendor and ITSD...where required will include additional parties)</p> <p>Functional SMEs and Technical SMEs</p>	<p>Overall test coverage for an application, and capture critical defects that hamper application's core functionalities before release to UAT The whole application is tested for its functionality, interdependency and communication</p> <p>Verifies that functional and non-functional requirements have been met</p> <p>Load and performance testing, stress testing, regression testing, etc., are subsets of system testing</p>	End-to-End Functional, non-functional, integrations, data quality, performance, regression, reports, security etc.	Test
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14. User Acceptance Testing (UAT):

UAT is testing conducted by the business end user to determine whether to accept the system for operational use. The main purpose of this testing is to validate the end to end business workflows, processes and functional requirements. User acceptance testing is performed by the business end user.

Level	Owner	Objectives	Typical Key areas of Testing	Environment
Acceptance	<p>Business End Users</p> <p>(Vendor, ITSD, Business)</p>	<p>Demonstrate readiness for end user business deployment</p> <p>Verifies that delivered system meets user's requirement and system is ready for use in real time</p>	End user operational business processes, workflows and functionality and functional requirements	Test

15. Definitions and acronyms

Acronym or abbreviation	Definitions
ITSD	Information Technology Services Department
COTS	Commercial-Off-the-Shelf
UAT	User Acceptance Test
Business End User	City of San Antonio's (COSA) departmental business end user
Defect	Nonconformance to requirement
User Acceptance testing	<p>Testing conducted by the business end user to determine whether to accept the system for operational use.</p> <p>The purpose is to validate the end to end business flows and functional requirements. User acceptance testing is performed by the business end user.</p>
Unit Testing	Testing of individual hardware or software components, modules or units.

Integration Testing	Testing in which software, hardware or interface components combined and tested to evaluate the interaction among them. This term is commonly used for both the integration of components and the integration of entire systems.
System Testing	Testing conducted on a complete system to evaluate the system's compliance with its specified functional and technical requirements before moving into formal UAT testing for business operational readiness and acceptance. System testing verifies that functional and non-functional requirements have been met. Load, performance testing, stress testing and regression testing are subsets of system testing. Tests for overall test coverage and captures critical defects that hamper an application's core functionalities before release to UAT.
Test Plan	A document describing the scope, approach, resources, and schedule of intended test activities. It identifies test items, the features to be tested, the testing tasks, task responsibilities, schedules, resources, and any risks requiring contingency planning. A document that describes the technical and management approach to be followed for testing a system or component.
Validation	The process of evaluating a system or component during or at the end of the development process to determine whether it satisfies specified requirements. The process of providing evidence that the software and its associated products satisfy system requirements allocated to software at the end of each life cycle activity, solve the right problem (e.g., correctly model physical laws, implement business rules, or use the proper system assumptions), and satisfy intended use and user needs.
Verification	The process of evaluating a system or component to determine whether the products of a given development phase satisfy the conditions imposed at the start of that phase. The process of providing objective evidence that the software and its associated products comply with requirements (e.g., for correctness, completeness, consistency, and accuracy) for all life cycle activities during each life cycle process (acquisition, supply, development, operation, and maintenance) Ensure, standards, practices, and conventions during life cycle processes are satisfied, and successfully complete each life cycle activity. Verify all the criteria for initiating succeeding life cycle activities (e.g., building the software/system correctly).
Testing	An activity in which a system or component is executed under specified conditions, the results are observed or recorded, and an evaluation is made of some aspect of the system or component. Typically testing is the process of verifying that a design, system, or product conforms to specifications. To validate and improve the end user experience of the product, ensuring it is fit for purpose and ensuring that a product satisfies its core requirements. To prevent the migration of defects throughout the software development lifecycle by testing as early in the lifecycle as possible
KPI	Key performance indicator
Risk base approach to testing	Risk based approach should be taken in all aspects of the testing lifecycle. Depending on project objectives, testing should always be undertaken with a view of identifying and mitigating any risks the projects or changes may introduce. Obtaining a view of any such risks will shape the testing required.
RTM	The Requirements Traceability Matrix is a document that captures the business requirements for the project. It is recommended for each project where defined requirements exists that a mapping is produced to show how tests trace back to business and technical requirements and vice versa through the requirements traceability matrix. The RTM is the foundation for all types of testing planned for that specific project.
SME	Subject Matter Expert

16. Document Review

This standard will be reviewed at least once a year or as required whichever comes first.



CITY OF SAN ANTONIO
**INFORMATION TECHNOLOGY
SERVICES DEPARTMENT**

TEST STRATEGY

PROJECT NAME

Document Control

Version	Changes
1.0	Initial draft

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Objective:

This Test Strategy document gives a clear vision of what approach, levels and types of testing will be performed for the whole project. The Test Strategy is a high-level document provided to assist the City of San Antonio (CoSA) Team to better understand the testing methodology of the vendor.

High Level SDLC Methodology:

In this section, please mention the type of SDLC methodology that will be used for this project to either develop new software or configure a commercial of the shelf product to meet CoSA standards and requirements.
EX: Lean, Waterfall, Iterative, Spiral, DevOps etc....

High Level Scope and overview:

Example: Creating a new Application (scheduling application) which offers scheduling services. Test the functionality of the scheduling application and make sure it gives value to the customer.

Test Approach:

In this section, please define the following

- Test Levels
- Test Types
- High Level Roles and Responsibilities
- Testing Pre-requisites

Test Levels:

In this section please list and describe the approach to the levels of testing that will be performed, how they will be performed and their entry and exit criteria for this project.

Unit Testing:

Integration Testing:

System Testing:

User Acceptance testing:

Test Types:

In this section please list and describe the testing types that will be performed for this project. Specify if any test types require test automation.

Ex: Installation testing

Smoke testing

Regression testing

Compatibility Testing

Performance Testing

Negative Testing

Security Testing

Integration Testing

High Level Roles and Responsibilities:

In this section please describe the roles and responsibilities of vendor and City of San Antonio.

Lead (L), Support (S)

Types of Test	Vendor	COSA
Unit Test	Vendor (L)	
Integration Testing	Vendor (L)	COSA (S)
System Testing	Vendor (L)	COSA (S)
User Acceptance Testing	Vendor (S)	COSA (L)

Testing Prerequisites:

In this section please list the hardware and software required for the test environment to commence testing activities.

Testing Environment:

In this section describe the testing environment requirement.

Example:

Environment	Types of Test
Development	Unit, component, integration
Quality Assurance	System test – regression test, performance test
Production	Smoke test

Testing tools:

In this section please describe the testing tools necessary to conduct the tests

Example: Name of Test Management Tool, Name of Bug Tracking Tool, Name of Automation Tool

Test artifacts, deliverables and/or work products:

In this section please list the deliverables that will be produced before, during and at the end of testing.

Test Plan, Test Scenarios, Test Cases, Test Data, Requirements Traceability Matrix (RTM), Test Metrics, Test Incident Report, Test Status Report, Test Summary Report, Resolution Logs, Defect logs, Test Closure Report, Test Acceptance Certification.

Deliverables ownership Lead (L), Review(R), Support(S) and Approve (A)

Deliverable/Artifact/Work Product	Vendor	COSA
System Test Plan	Vendor (L)	COSA (S) (R) (A)
Test Cases/Scripts (System Test)	Vendor (L)	COSA (S) (R) (A)
Test Summary Report(System Test)	Vendor (L)	COSA (S) (R) (A)
Test Acceptance Certification (System Test)	Vendor (L)	COSA (S) (R) (A)
Defect and Resolution log (System Test)	Vendor (L)	COSA (S) (R) (A)
UAT Test Plan	Vendor (S)	COSA (L) (R) (A)
Test Cases/Scripts (UAT)	Vendor (S)	COSA (L) (R) (A)
Test Summary Report(UAT)	Vendor (S)	COSA (L) (R) (A)
Test Acceptance Certification (UAT)	Vendor (S)	COSA (L) (R) (A)
Defect and Resolution log (UAT)	Vendor (S)	COSA (L) (R) (A)

RTM	Vendor (L)	COSA (S) (R) (A)
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Testing metrics:

In this section please describe the metrics that will be used in the project to analyze the project status.

Defect Management Process:

In this section describe the defect management process used for the project.

Requirement Traceability:

In this section please describe how the requirements are traced; include any specific tool that will be used.

The Requirements Traceability Matrix (RTM) is used to trace the requirements to the tests that are needed to verify whether the requirements are fulfilled.

Risk and mitigation:

Please identify all the testing risks that will affect the testing process and specify a plan to mitigate the risk.

High level Assumptions and Constraints:

In this section please describe high level assumptions and constraints.

Test Summary:

In this section list the test summary reports that will be produced during testing, along with their frequency.

Example: Test summary reports will be generated on a daily, weekly or monthly basis depending on the project's criticality.