

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE NA	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NUMBER P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (if applicable)	
6. ISSUED BY U.S. General Services Administration FAS-ITS Office of Acquisition Operations 1800 F Street NW; 4th Floor/QT2A1AA Washington DC 20405-0001 (ATTN: Tracey Embry)	CODE QT2A1AA	7. ADMINISTERED BY (if other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) ARTEL, LLC 13665 Dulles Technology Dr Ste 300 Herndon VA 20171-4640 CAGE Code: 0N511		()	9A. AMENDMENT OF SOLICITATION NUMBER	
CODE		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
FACILITY CODE		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q17NRD4002	
			10B. DATED (SEE ITEM 13) 05/03/2017	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority): Bilateral modification FAR 43.103 (a) (3) Bilateral Modification by Mutual Agreement Between the Parties per FAR 4.2004, 4.2105(b)

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

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

SEE CONTINUATION PAGES

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

15A. NAME AND TITLE OF SIGNER (Type or print) J. Gregory Rondepierre, Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tracey Embry, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 31 JUL 2020
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED (Signature of Contracting Officer)

Previous edition unusable

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- A. The purpose of this modification is to incorporate the following:
1. To add GSAR 516.505 Task-Order and Delivery-Order Ombudsman, 516.506 Solicitation provisions and contract clauses (incorporated by reference) and 552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman in Section I.
 2. To add FAR clause 52.216-32 Task- Order and Delivery-Order Ombudsman (Sept 2019) and Alternate I (Sept 2019) in Section I.
 3. To remove Section G.2.5 Ombudsman that is being replaced by GSAR 516.505, 552.216.76 and FAR clause 52.216-32 and Alternate I.
 4. To add GSA Task-Order and Delivery Order Ombudsman guidance to the CS3 Customer Ordering Guide.
- B. Section G, Section I and the CS3 Customer Ordering Guide are hereby deleted and replaced in their entirety with the attached Section I and CS3 Customer Ordering Guide.
- C. Except as provided herein, all prices, terms and conditions of the document referenced in Item 10A remain unchanged and in full force and effect.



SECTION G

CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, as modified from time to time.

G.2 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.2.1 GSA Program Manager (PM)

The Government has appointed a Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302 and may appoint an Administrative Contracting Officer (ACO) to perform administration functions described in FAR 42.302.

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.

The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.2.4 Contracting Officer's Representative (COR)

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

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

~~G.2.5 Ombudsman~~

~~Pursuant to FAR 16.505 (a)(10)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.~~

~~GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.~~

G.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR 16.505;

G.3.1.2 Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy (see FAR Part 39);

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;



- G.3.1.4** Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- G.3.1.5** All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and
- G.3.1.6** All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.
- G.3.1.7** Orders placed by OCOs may include required Agency provisions/clauses.
- G.3.1.8** Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

G.3.2 Statement of Work/Performance Work Statement

Per FAR 37.102(e), to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 Fair Opportunity

OCO's must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy

G.3.4 Order Evaluation

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price



under each Order as one of the factors in the selection decision pursuant to FAR 16.505(b)(1)(ii)(E).

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-6 and/or FAR 52.244-2, and FAR Part 44. The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 System for Award Management (SAM)

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at <https://www.acquisition.gov>. Contractors may obtain a DUNS number via the Internet at <http://fedgov.dnb.com/webform>.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS3 contracts is two percent (2%). This fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA Management Fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

G.5 REPORTING REQUIREMENTS

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.



G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

G.5.1.1 Sales Data Worksheet – The Sales Data Worksheet shall contain the following information:

G.5.1.1.1 Title – “CS3 Monthly Business Volume (Sales) Report”

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, from the beginning through the last day of the month.

For each Task Order:

G.5.1.1.3 Contractor Name – Company name

G.5.1.1.4 Contract Number – GSA CS3 Contract Number

G.5.1.1.5 Agency Name – Name of the Agency that will receive the products and/or services.

G.5.1.1.6 Ordering Activity – Name of the contracting organization that issued the Task Order.

G.5.1.1.7 Contracting Officer Name – First and Last name of the Contracting Officer that issued the order.

G.5.1.1.8 Contracting Officer Phone Number – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.



G.5.1.1.9 Contracting Officer Email – Email address of the Contracting Officer that issued the order.

G.5.1.1.10 Order Number – The order number assigned by the Ordering Activity.

G.5.1.1.11 Modification Number – The modification number assigned by the Ordering Activity.

G.5.1.1.12 Date of Order – The date the order or modification is signed by the Contracting Officer.

G.5.1.1.13 Description of Requirement – A brief description of the equipment and/or services. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

G.5.1.1.14 Period of Performance Start Date – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.15 Period of Performance End Date – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.16 Total Order Value – Total dollar amount awarded/obligated on the Task Order, not including options.

G.5.1.1.17 Total Sales this Month – Cumulative total value of Task Orders for this month.

G.5.1.1.18 Cumulative Sales to Date – Cumulative total of all Task Orders, and associated modifications, since contract award.

G.5.1.2 Line Item Data Worksheet

For each Task Order, provide information for each line item purchased on the order.

G.5.1.2.1 Order Number – The order number assigned by the Ordering Activity.



- G.5.1.2.2 Modification Number** – The modification number assigned by the Ordering Activity.
- G.5.1.2.3 Date of Order** – The date the order or modification is signed by the Contracting Officer.
- G.5.1.2.4 Line Item Number** - Contract Line Item Number of the product of service purchased.
- G.5.1.2.5 Line Item Category** - Classification of the line item into one of either "Bandwidth", "Equipment", "Teleport", "Terrestrial", "HNA", "Labor", or "Other".
- G.5.1.2.6 CLIN Period of Performance Start Date** – The actual date the service is scheduled to begin for the line item. This could be different than the overall period of performance for the Task Order.
- G.5.1.2.7 CLIN Period of Performance End Date** – The actual date the service is scheduled to end for the line item. This could be different than the overall period of performance for the Task Order
- G.5.1.2.8 Line Item Description** - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.
- G.5.1.2.9 Quantity Sold** – The quantity of the item sold.
- G.5.1.2.10 Unit** – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)
- G.5.1.2.11 Unit Price** – Cost per unit
- G.5.1.2.12 Extended Price** – Unit Price multiplied by Quantity Sold
- G.5.1.2.13 Frequency Band** – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).
- G.5.1.2.14 Bandwidth Capacity** – The information carrying ability of the bandwidth purchased by the Ordering Activity measured in MHz (e.g. 36).
- G.5.1.2.15 Data Rate** – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).



G.5.1.2.16 Regional Coverage – The geographic area serviced by satellite beam.

G.5.1.2.17 Satellite Name or Number – The satellite name/number providing the service.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

Examples:

SATCOM 101 Inc – CS3 MBVSR – 12-2017

SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a Monthly Revenue Report (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15th calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide details for the GSA Management Fee (G.4.2) relating back to individual Task Orders that have been invoiced by the Contractor and paid by the Ordering Agency.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Title – “CS3 Monthly Revenue Report”

G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received. Usually from 1st day of the month through the last day of the month.

For each invoice payment:

G.5.2.1.3 Contractor Name – Company name

G.5.2.1.4 Contract Number – GSA CS3 Contract Number



- G.5.2.1.5 Task Order Number** – The order number assigned by the Ordering Activity.
- G.5.2.1.6 Date Payment Received** – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.
- G.5.2.1.7 Invoice Number** – Tracking number of the invoice
- G.5.2.1.8 Agency Name** – Name of the Agency that received the products or services.
- G.5.2.1.9 Amount Received from Agency** – Total dollar amount received in payment by the Contractor, from the Agency receiving the products or services.
- G.5.2.1.10 GSA Management Fee Due (2%)** – This fee is 2% of the total payment amount received from the Agency for a specific order.
- G.5.2.1.11 Previous Monthly Balance** – Amount management fees the Contractor owes GSA from the previous month
- G.5.2.1.12 Current Monthly Amount Remitted to GSA** – GSA Management fee amount that the Contractor submitted to GSA for the current month's reporting period.
- G.5.2.1.13 Remaining Balance/Carryover to Next Month** – This is the total amount of GSA Management fee due for the current month plus the previous month's balance minus the amount submitted to GSA for the current month.
- G.5.2.1.14 EFT Number** – Transaction identification number of Electronic Funds Transfer (EFT). If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the "Current Monthly Amount Remitted to GSA" identified on the report.
- G.5.2.1.15 EFT Date** – Enter the date of the EFT payment
- G.5.2.1.16 EFT Amount** – Enter the amount of the EFT payment

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year



Examples:

- SATCOM 101 Inc – CS3 MRR – 11-2017
- SATCOM 101 Inc – CS3 MRR – Nov 2017

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted no later than 3 business days prior to the scheduled annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:

G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

G.5.3.1.3 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports [REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERNS ONLY]

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report



(SSR). Per FAR 19.704(d) and clause 52.219-9(g), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 Small Business Subcontracting Plan.

G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government.

G.7 INSURANCE

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

G.8 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.



G.9 MARKETING

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

G.10 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local OCO assigned contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.11 CONTRACT CLOSEOUT

G.11.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.11.1.1 FAR Part 4.8 Government Contract Files.

G.11.1.2 FAR Part 42 Contract Administration and Audit Services.

G.11.1.3 GSAM Subpart 504.8 Government Contract Files.

G.11.2 The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for



consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consist with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

(End of clause)

G.12.2 552.228-5 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.

(End of clause)

(END OF SECTION G)



SECTION I SPECIAL CONTRACT REQUIREMENTS

I.1 FEDERAL ACQUISITION REGULATION 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 these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/far/>

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:

<http://www.acquisition.gov/GSAM/gsam.html>

(End of Clause)

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.1.1	52.202-1	Definitions (Nov 2013)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
I.1.5	52.204-2	Security Requirements (AUG 1996)
I.1.6	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
I.1.7	52.204-13	System for Award Management Maintenance. (Oct 2016)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
I.1.12	52.219-14	Limitations on Subcontracting (Jan 2017)



I.1.13	52.222-17	Nondisplacement of Qualified Workers (May 2014)
I.1.14	52.223-6	Drug-Free Workplace (MAY 2001)
I.1.15	52.227-19	Commercial Computer Software License (Dec 2007)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)
I.1.17	52.229-3	Federal, State, and Local Taxes (Feb 2013)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (May 2014)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (DEC 1991)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (JAN 1991)

i.2 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

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).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. 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 Federal Acquisition Regulation 4.2104.

(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), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.3 52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017)

(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 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 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 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 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 32.608-2 of the Federal Acquisition Regulation 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; 41 U.S.C. 4712 and 10 U.S.C. 2409 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, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(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) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database 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 the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division 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 FAR 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 the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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 End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government 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 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 EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or 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 clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification 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.

(End of clause)

I.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, 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 the following:
 - (1) Any order for a single item in excess of \$30,000,000 in annual value;
 - (2) Any order for a combination of items in excess of \$30,000,000 in annual value; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.
- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) working days after issuance, with written notice stating the Contractor's intent not to supply the



item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 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 contract. The quantities of supplies and services specified in the contract 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 contract up to and including the quantity designated in the contract as the "maximum." The Government is responsible only for the minimum dollar guarantee designated in the contract.
- (c) Except for any limitations on quantities in the Delivery-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 60 months after the expiration of the CS3 basic contract.

(End of Clause)

I.7 52.216-32 Task- Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. GSA Task & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov

(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.

(End of clause)

Alternate I (Sept 2019). As prescribed in 16.506(j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies

(1) This is 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:

GSA TASK & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC, 20405. Email: gsaombudsman@gsa.gov

(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

I.87 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 30 days of the expiration of the CS3 basic contract.

(End of Clause)

I.98 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 10 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 10 years.

(End of Clause)

I.109 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

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)

I.110 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)

(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 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 of \$150,000 or more 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.

(End of clause)



**I.124 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH
DISABILITIES (Jul 2014)**

(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 \$15,000 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.

(End of clause)

**I.132 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)
CLAUSES**

I.132.1 552.203-71 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."

(End of Clause)

I.132.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)



I.132.3 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited 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.

(c) Representation. The Offeror or Contractor represents that it [] will or [X] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer—

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;



(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

**I.1~~32~~.4 552.212-4 Contract Terms and Conditions -- Commercial
Items ALTERNATE II (FAR DEVIATION (Nov 2009))**

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.

(g)(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.

**I.1~~32~~.5 552.212-71 CONTRACT TERMS AND CONDITIONS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL
ITEMS (Jun 2016)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses 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.]

(b) Clauses.

552.203-71 Restriction on Advertising

552.211-73 Marking

552.215-70 Examination of Records by GSA

552.215-71 Examination of Records by GSA (Multiple Award Schedule)

552.215-72 Price Adjustment—Failure to Provide Accurate Information



- _____ 552.219-70 Allocation of Orders—Partially Set-Aside Items
 - _____ 552.228-70 Workers' Compensation Laws
 - X _____ 552.229-70 Federal, State, and Local Taxes
 - _____ 552.232-8 Discounts for Prompt Payment
 - X _____ 552.232-23 Assignment of Claims
 - _____ 552.232-71 Adjusting Payments
 - _____ 552.232-72 Final Payment
 - _____ 552.232-73 Availability of Funds
 - _____ 552.232-78 Payment Information
 - X _____ 552.237-71 Qualifications of Employees
 - _____ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
 - _____ 552.238-74 Industrial Funding Fee and Sales Reporting
 - _____ 552.238-75 Price Reductions
 - _____ 552.238-81 Modifications (Multiple Award Schedule)
 - _____ 552.242-70 Status Report of Orders and Shipments
 - _____ 552.246-73 Warranty—Multiple Award Schedule
 - _____ 552.246-76 Warranty of Pesticides
- (End of clause)

I.132.6 552.216-76 Ordering Agency Task-Order and Delivery-Order Ombudsman (Jan2017)

(a) Ordering Agency Task-Order and Delivery-Order Ombudsman. The Ordering Agency shall designate a Task-Order and Delivery-Order Ombudsman to review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders placed against GSA Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. The contact information for the Ordering Agency Task-Order and Delivery-Order Ombudsman shall be made available to contractors.

(b) Submission of Complaints. When a contractor submits a complaint to the Ordering Agency's designated Task-Order and Delivery-Order Ombudsman, the contractor shall also send a copy of the complaint to the GSA Procurement Ombudsman, for informational purposes. The GSA Procurement Ombudsman is located at the General Services Administration, Office of Governmentwide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Procurement Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

I.13.7 552.228-5 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.

(End of clause)

I.1~~32.87~~ 552.229-70 FEDERAL, STATE, AND LOCAL TAX (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.

(End of clause)

I.1~~32.98~~ 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.

(End of Clause)

I.1~~32.109~~ 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

(End of clause)

I.1~~32.110~~ 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 therefore:

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.

(End of Clause)

I.1~~32.124~~

**552.232-25 PROMPT PAYMENT (NOV 2009)
(DEVIATION FAR 52.232-25)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph [\(c\)\(4\)](#) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) 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.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.



(ii) For all other orders, the later of the following two events:

(A) The 30th 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 30th 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.

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th

day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and



Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.



(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined



by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)

(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)



I.1~~32~~.1~~32~~

552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD (NOV 2009)

- (a) *Definitions.* "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a Contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

- (b) At the option of the Government and if agreeable to the Contractor, payments of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
- (c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of Clause)

I.1~~32~~.1~~43~~

552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)



I.132.154

**552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES
(SEP 1999)**

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

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

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

(End of Clause)

I.143 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

<u>Section</u>	<u>FAR Clause No.</u>	<u>Title and Date</u>
I.143.1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.143.2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.143.3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.143.4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.143.5	52.222-20	Child Labor-Cooperation with Authorities and Remedies (May 2014)
1.143.6	52.222-41	Service Contract Labor Standards (May 2014)
1.143.7	52.222-55	Minimum Wages Under Executive Order 13658



(Dec 2015)

	I.143.8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
	I.143.9	52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
	I.143.10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (July 1995)
	I.143.11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
	I.143.12	52.223-10	Waste Reduction Program (MAY 2011)
	I.143.13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
	I.143.14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658 (Jun 2014), Alternate I (Jun 2014)
	I.143.15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
	I.143.16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
	I.143.17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)
	I.143.18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
	I.143.19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014)
	I.143.20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (May 2014)
	I.143.21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (May 2014)
	I.143.22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (May 2014)
	I.143.23	52.225-5	Trade Agreements (Oct 2016)
	I.143.24	52.227-1	Authorization and Consent (Dec 2007)
	I.143.25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
	I.143.26	52.227-3	Patent Indemnity (Apr 1984)



I.143.27	52.227-14	Rights in Data-General (May 2014)
I.143.28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I.143.29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I.143.30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)
I.143.31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
I.143.32	52.232-16	Progress Payments (Apr 2012)
I.143.33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (Mar 2000)
I.143.34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (Apr 2003)
I.143.35	52.232-17	Interest (May 2014)
I.143.36	52.232-18	Availability of Funds (Apr 1984)
I.143.37	52.232-36	Payment by Third Party (May 2014)
I.143.38	52.232-37	Multiple Payment Arrangements (May 1999)
I.143.39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.143.40	52.243-7	Notification of Changes (Jan 2017)
I.143.41	52.245-1	Government Property (Jan 2017)
I.143.42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I.143.43	52.245-9	Use and Charges (Apr 2012)
I.143.44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.143.45	52.247-64	Commercial Bill of Lading Notations (Feb 2006)
I.143.46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I.143.47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Feb 2006)
I.143.48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.143.49	52.251-1	Government Supply Sources (Apr 2012)
I.143.50	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:

Employee Class Monetary Wage—Fringe Benefits

(End of Clause)

I.143.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.143.52 52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.



(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

(END OF SECTION I)



U.S. General Services Administration

Federal Acquisition Service

Complex Commercial SATCOM Solutions (CS3)

CS3 Customer Ordering Guide

Version 1.4

July 2020

DOCUMENT CHANGE RECORD

Version Number	Date	Description
1.0	10/24/2017	Initial release
1.1	11/9/2017	Updated to reflect addition of new contractors
1.2	3/22/2018	Added new contact information for contractors
1.3	12/12/2019	Updates to Appendix B and Appendix C
1.4	TBD	Add GSA Task-Order and Delivery Order Ombudsman guidance

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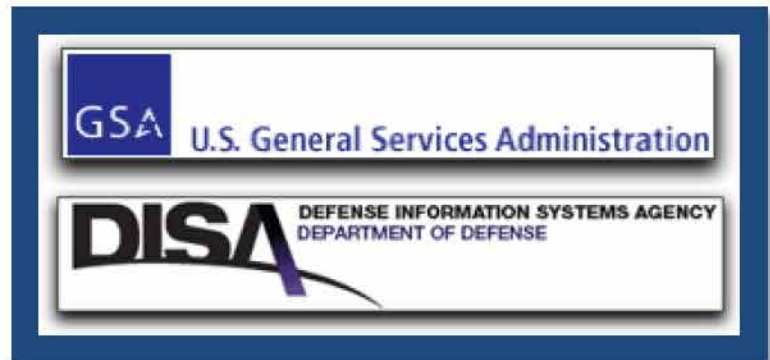
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1 Introduction

The General Services Administration (GSA) and Defense Information Systems Agency (DISA) partnered in 2009 to sign the Memorandum of Agreement (MOA) for Future COMSATCOM Services Acquisition (FCSA). Under the FCSA umbrella, the Custom SATCOM Solutions (CS2) and Custom SATCOM Solutions – Small Business (CS2-SB) contracts were awarded in 2012 to more strategically source the acquisition of commercial satellite communications and to reduce overall acquisition program costs.

As CS2 and CS2-SB approached expiration, GSA and DISA exercised their option within the MOA to formulate the successor vehicle, Complex Commercial SATCOM Solutions (CS3). Lessons learned from previous CS2 and CS2-SB programs helped shape the new contract under the FCSA Program.



The CS3 program offers customers a wide range of benefits:

- **Improved responsiveness** to task order requirements
- **Cost savings** due to a reduction in the time and resources involved in the procurement process
- **Increased contractor competition** to encourage more responsive pricing, higher levels of service quality, and increased system availability
- **Expanded role for small businesses** to receive the maximum level of satellite systems business consistent with quality performance and value for government buyers
- **Enhanced contract flexibility** with a ten-year period of performance
- **Leveraged buying power** as a single source for satellite services acquisition across the Federal Government



CS3 is a multiple-award, Indefinite Delivery, Indefinite Quantity (IDIQ) firm fixed-price contract; all task orders issued against this contract will be firm fixed price. Under CS3, a task order is the official contractual mechanism to be used by agencies to order COMSATCOM services and ancillary products or services. All task orders are subject to *fair opportunity* as defined in [Federal Acquisition Regulation \(FAR\) 16.505](#): the FAR requires all awardees under a multiple award contract be given a fair opportunity to be considered for each task order in excess of \$3,500, unless an exception applies.

1.1 Contract Objectives

The overarching objective for CS3 is to create contracts as flexible

and agile as possible to meet and satisfy the widely differing requirements of federal organizations at present, for the next decade, and for the period beyond. CS3 is intended to meet program goals for the following:

- Service continuity
- Highly competitive prices
- High-quality service
- Full service contractors
- Operations support
- Transition assistance and support
- Opportunities for technical innovation

The CS3 vehicle provides worldwide customized COMSATCOM solutions for complex commercial satellite requirements for government agencies and other authorized entities. Two main roles:

- **Government agencies:** define the requirements for satellite services
- **Contractors:** engineer custom solutions

The customized COMSATCOM solutions comprise complete, customized engineered-solutions to meet customers’ unique commercial satellite needs. These solutions may include any combination of the following: fixed, mobile, or broadcast satellite services, components, and service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.), along with components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

Complex Commercial SATCOM Solutions may include, but are not limited to design; development; licensing; integration; installation; testing; network management; engineering; full lifecycle logistics; and operations support and training. Delivered solutions may be turnkey systems comprising all elements of a system or may be limited to integration of specific components along with existing government-provided elements.

1.2 Contract Scope

As with the previous CS2 and CS2-SB contracts, CS3 is an agency-unique acquisition solution whose scope provides access to the complete spectrum of the COMSATCOM industry suppliers and integrators to support a wide range of complex requirements. CS3 incorporates additional innovative solutions and ancillary elements to fulfill customer complex communications requirements and allows for early adoption of emerging satellite technology and associated enhanced and upgraded services by allowing industry to offer the benefits provided by new technology as soon as it becomes available.

The CS3 scope includes any combination of fixed satellite services and/or mobile satellite services, components, service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.



Complex solutions under CS3 may include, but are not limited to, design, development, licensing, integration, installation, testing, network management, engineering, full lifecycle logistics and operations support, and training. Delivered solutions may be turnkey systems comprising all elements of a system, or delivered solutions may be limited to integration of specific components with existing Government-provided elements.

Stand-Alone Satellite Professional Support Services [RESERVED FOR SMALL BUSINESSES ONLY]:

Additionally, CS3 provides for the ability to order Stand-alone Satellite Professional Support Services. These services MUST be set-aside for small businesses if ordered and include, but are not limited to, abstract or concept studies and analysis, strategic and preliminary planning, requirements definition and analysis, evaluation of alternative technical approaches, modeling and simulation, enterprise architecture design, cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, system engineering, independent verification and validation, network performance assessment, and, and Information Assurance Security Assessment and Security Authorization.

1.3 Contract Benefits

CS3 provide several benefits to participating government agencies:

- **Service Continuity:** Encompasses various satellite requirements, level of complexity, and satellite applications solutions
- **Enhancing Acquisition Efficiency:** Offers easy access to leading satellite technologies aligned with government parameters, interfaces, and standards
- **Delivering Better Value and Savings:** Delivers cost savings during implementation, transition, and ongoing operations of COMSATCOM services
- **Leading with Innovation:** Allows for early adoption of emerging satellite technology and associated enhanced and upgraded services
- **Expanding Opportunities for Small Business:** Includes an open season to add additional small businesses to the contract to ensure there be adequate small business completion throughout the life of the contract
- **Highly Competitive Pricing:** Offers equipment and services at equal to or less than commercial prices
- **Continuous Competition:** Provides agencies with a broad array of competitive service options
- **Full Range of Commercial Offerings:** Provides a wide range of commercial satellite offerings to include mobile, fixed, and broadcast solutions; allows for incorporation of new innovative technologies and solutions without the need of contract modification¹
- **Flexible Ordering and Billing Options:** Allows ordering and billing options for customers to take advantage of Direct Order/Direct Bill or GSA Assisted Ordering and Billing options

¹ GSA recognizes that satellite technologies and services are rapidly evolving. Accordingly, GSA anticipates that services and solutions available under CS3 will be increased, enhanced, and upgraded so that technological and serviced-based improvements become available to COMSATCOM customers.

- **Service Quality:** Offers high quality of service
- **Information Assurance:** Ensures solutions meet government information assurance and protection requirements

2 Purpose and Scope

GSA's Office of Telecommunications Services (OTS) developed this *Customer Ordering Guide* for Ordering Contracting Officers (OCOs) and other stakeholders to facilitate the use of GSA's CS3 vehicle in order to ensure a successful, timely, and orderly transition of services from expiring legacy contracts, CS2 and CS2-SB, as well as, placing new orders on the contract. It also serves to inform and acquaint all agencies with the proper use of CS3.

This Guide provides guidelines and ordering process for satellite services under CS3 service providers. It defines the roles and responsibilities of GSA and the ordering agency. More information regarding the below CS3 partners and updates is available on the GSA Satellite Services website at <http://www.gsa.gov/satellite>. The guidance provided here does not supersede requirements of the FAR or agency FAR supplements and policies.

2.1 Guide Layout

The remainder of this Guide provides general contract guidance then focuses on the ordering process. It is divided into the following sections:

- Contract General Guidance (Section 3)
 - Term of Contract
 - Ordering Guidelines
 - Task Order Period of Performance
 - Authorized Contract Users
 - GSA Management Fee
- Ordering Process (Section 4)
 - Roles and Responsibilities
 - High-Level CS3 Ordering Process
 - Delegation of Procurement Authority (DPA) Process
 - Statement of Work/Performance Work Statement (SOW/PWS) Review Process
- Ordering and Billing Options (Section 5)

3 Contract General Guidance

3.1 Term of Contract

CS3 contracts are not Federal Supply Schedules or Government-Wide Acquisition Contracts (GWACs); therefore, the guidelines and rules for using these contracts differ from those for Schedules and GWACs.

The contract period of performance (PoP) consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The government may unilaterally exercise the option periods.

The CS3 PoP is as follows:

- **Base period:** 10/16/2017 through 10/15/2022
- **Option period 1:** 10/16/2022 through 10/15/2025
- **Option period 2:** 10/16/2025 through 10/15/2027

Minimum Order Value: None

Maximum Order Value: The cumulative amount of all task orders combined—including all options—cannot exceed the program ceiling amount of \$2.5B.

3.2 Ordering Guidelines

All stand-alone Satellite Professional Support Services must be ordered from a small business.

Redacted versions of the CS3 contracts, which include contract period pricing, are available for viewing and download from each contractor's website. Some contractors may require registration before allowing access, and links to each contract are provided via the contractor's link located at <http://www.gsa.gov/satellite>.

- **Order Type**—Orders under the basic contract will be firm fixed price. Orders must be task orders in compliance with FAR 16.505. Task orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements. The OCO must use performance-based acquisition methods to the maximum extent practicable
- **Order Pricing**—The OCO is responsible for the determination of reasonable price for each order placed under CS3. The OCO must determine fair and reasonable pricing for all orders in accordance with FAR Subpart 15.4—Contract Pricing—and FAR 16.202—Firm-fixed-price contracts
- **Travel**—A task order may require travel which will be identified in the task order. All travel shall be accordance with the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR)

3.3 Task Order Period of Performance

The term for each order placed under the Basic Contract shall be specified in the Individual Order. Under no circumstances may an order be placed under the Basic Contract if the Basic Contract has expired, been terminated, or cancelled by the government. Based upon the schedule above, the base period expires October 15, 2022. If all options are exercised, the Basic Contract will expire on October

15, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task order performance can be performed up to October 15, 2032, which is past the basic contract expiration date, only when (1) orders are issued before October 15, 2027; and (2) options are included at the initial issuance of the order. The FAR Clause 52.217-8 Option to Extend Services **cannot** be used to extend work past October 15, 2032.

Accordingly, the cumulative term of CS3 Basic Contract may span up to 10 years. No individual task order may exceed 10 years, inclusive of options, from the date the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

For Example:

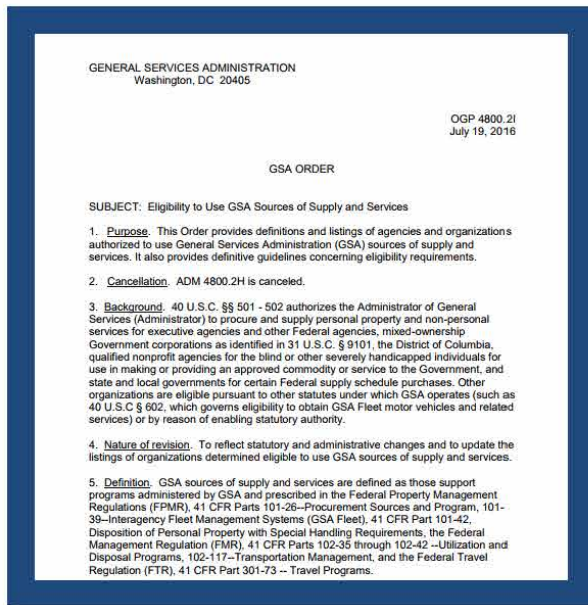
If a task order is placed on October 15, 2027 for 5 years (one-year base period with four one-year option periods), the task order PoP would look like this:

- One-Year Base Period: October 15, 2027 – October 14, 2028
- First Option Period: October 15, 2028 – October 14, 2029
- Second Option Period: October 15, 2029 – October 14, 2030
- Third Option Period: October 15, 2030 – October 14, 2031
- Forth Option Period: October 15, 2031 – October 14, 2032

After the CS3 Basic Contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if they were completed during the CS3 Basic Contract term.

Notwithstanding anything contrary to the above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

3.4 Authorized Contract Users



Only authorized users may place orders under the Basic Contract. To become qualified as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed Delegation of Procurement Authority (DPA) issued from the GSA CS3 PCO. For purposes of this basic contract, these authorized users are identified as OCOs.

This Basic Contract is for use by all federal agencies, and others as listed in GSA Order ADM 4800.2I, Eligibility to Use GSA Sources of Supply and Services, July 19, 2016, which is modified from time to time.

OCO must follow the ordering procedures of FAR

16.505, among possible others, with particular attention to the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2). Use of the GSA eBuy system by the OCO will ensure all Basic Contract holders are notified of each task order request—eBuy is an electronic Request for Proposal (RFP) system designed to allow government buyers to request information, find sources, and prepare RFPs for CS3 contracts completely online. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy.

DoD Customers:

In accordance with DoDI 8420.02, DoD Satellite Communications (SATCOM), September 15, 2016, DISA serves as the lead for acquisition of COMSATCOM services to meet the needs of DoD Components, consistent with approved user requirements and funding provided by the requesting DoD Component.

DoD customers should contact DISA for assistance in procuring COMSATCOM services. For more information, visit the DISA website at <http://www.disa.mil/Network-Services/Satellite>.

In addition, DoD customers are required to follow DoD/DISA ordering procedures; DoD end-to-end satellite requirements must be routed through DISA per DoD policy.

3.5 GSA Management Fee

All ordering activities are charged a 2% contract access fee which should be included in all the CS3 CLINs and *not as a separate line item*. The CS3 contractor pays said fee when it receives invoice payments from the ordering activity. For GSA Assisted Ordering/Billing, an additional fee for this assistance is negotiated between the ordering agency and GSA; the CS3 contractor is not involved in the negotiation or collection of the GSA Assisted Service Fee.

4 Ordering Process

4.1 Roles and Responsibilities

The roles and responsibilities are broken down by the Ordering Agency, GSA, and Product / Service Provider. Note: The government may modify the roles and responsibilities at any time during the period of performance of the basic contract. See Table 1 for breakdown and descriptions.

- Ordering Agency:
 - **Government Ordering Contracting Officer (OCO) or Representative:** Order on behalf of the ordering Agency
- GSA:
 - **Program Manager (PM):** Oversee FCSA, including CS3 contract
 - **Procuring Contracting Officer (PCO):** Award contracts
 - **Administrative Contracting Officer (ACO):** Perform contract administration functions on behalf of PCO
 - **Contracting Officer's Representative (COR):** Monitor Base Contract level deliverables
- Product / Service Provider:
 - **Contractor:** Provide product/service to ordering Agency

Table 1: Roles and Responsibilities

Role	Responsibilities	Notes
Government Ordering Contracting Officer (OCO)	<ul style="list-style-type: none"> • Obtain Delegated Approval Authority to use CS3 • Obtain scope review on CS3 requirement prior to issuance of solicitation against the CS3 vehicle • Comply with FAR 16.505 • Provide ALL CS3 contract holders a Fair Opportunity to be considered for each Task Order exceeding \$3,500 unless: <ul style="list-style-type: none"> • one of the exceptions cited in FAR 16.505(b)(2) applies <u>and</u> there's a fully documented and signed justification which cites the reason for using one of these exceptions, IAW FAR 16.505(b)(1) • Analyze order proposals and document evaluation to include a determination that final negotiated price is fair and reasonable, IAW FAR 16.505(b)(3) and the OCO's agency's requirements • Select winning contractor • Place Task Orders in accordance with FAR 16.505(a)(7) • Annual PPIRS IAW with FAR 42.15 and the OCO's Agency's FAR supplement • Close out a completed order by using procedures described in FAR 4.804 • Provide notification to the GSA CS3 PCO of a task order closeout immediately upon closeout 	<ul style="list-style-type: none"> • OCOs may exercise broad discretion in developing appropriate CS3 Task Order placement procedures IAW FAR 16.505(b)(1) most notably ensuring that Price or cost elements MUST be one of the factors in the selection decision • Proposal documentation will remain in the OCO's official task order file and must be provided upon request to GSA's CS3 PCO • OCOs MUST set aside stand-alone Satellite Professional Support Services requirements and may set aside other requirements for CS3 small business contractors in accordance with the FAR and the OCO's Agency's FAR supplement • Task order may be placed immediately with the winning contractor once proposals are evaluated • <u>Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman</u>
GSA Program Manager	<ul style="list-style-type: none"> • Perform various programmatic functions for the overall success of the FCSA program, including CS3 	<ul style="list-style-type: none"> • Does not have actual, apparent, or implied authority to bind the government for any acts or omissions
GSA Procuring Contracting Officer (PCO)	<ul style="list-style-type: none"> • Has the sole and exclusive actual authority to award the basic contract • Designate a GSA CS3 COR at the Basic Contract level • Issues Delegation of Procurement Authority to OCOs 	<ul style="list-style-type: none"> • After award of the basic contract, may delegate any or all the contract administration functions described in FAR 42.302 and may appoint an administrative contracting officer (ACO) to perform administration functions described in FAR 42.302
GSA Administrative Contracting Officer (ACO)	<ul style="list-style-type: none"> • Perform contract administration functions on behalf of the PCO 	<ul style="list-style-type: none"> • If functions delegated by the GSA PCO
GSA Contracting Officer's Representative (COR)	<ul style="list-style-type: none"> • Monitor the Basic Contract level deliverables 	<ul style="list-style-type: none"> • Specific rights and responsibilities shall be described in writing, which upon request shall be provided to the

Role	Responsibilities	Notes
Contractor	<ul style="list-style-type: none"> • Provide product and/or services to ordering Agency per task order requirements • Engineer custom solutions for ordering Agency as required • One must respond by cut-off date of RFP if he wishes to make a bid 	<p>contractor</p> <ul style="list-style-type: none"> • Has no actual, apparent, or implied authority to bind the government • Has a right to be considered for requirements in accordance with the Fair Opportunity requirements of FAR 16.504 • Only the CS3 Prime Contractor(s) listed in the Appendix may provide a response directly to the ordering activity. Affiliates of the Prime Contractor (e.g., business partner, subsidiary or subcontractor) are not authorized to provide responses to a potential procuring agency's request; the CS3 contract is between GSA CS3 PCO and the Prime Contractor

In accordance with GSAM 516.505 (b): The GSA Task-Order and Delivery Order Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions made by GSA. Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman.

For orders issued by GSA, see <https://www.gsa.gov/policy-regulations/policy/acquisitionpolicy/gsa-ombudsman>

GSA TASK & DELIVERY ORDER OMBUDSMAN CONTACT INFORMATION GSA Task & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: gsaombudsman@gsa.gov

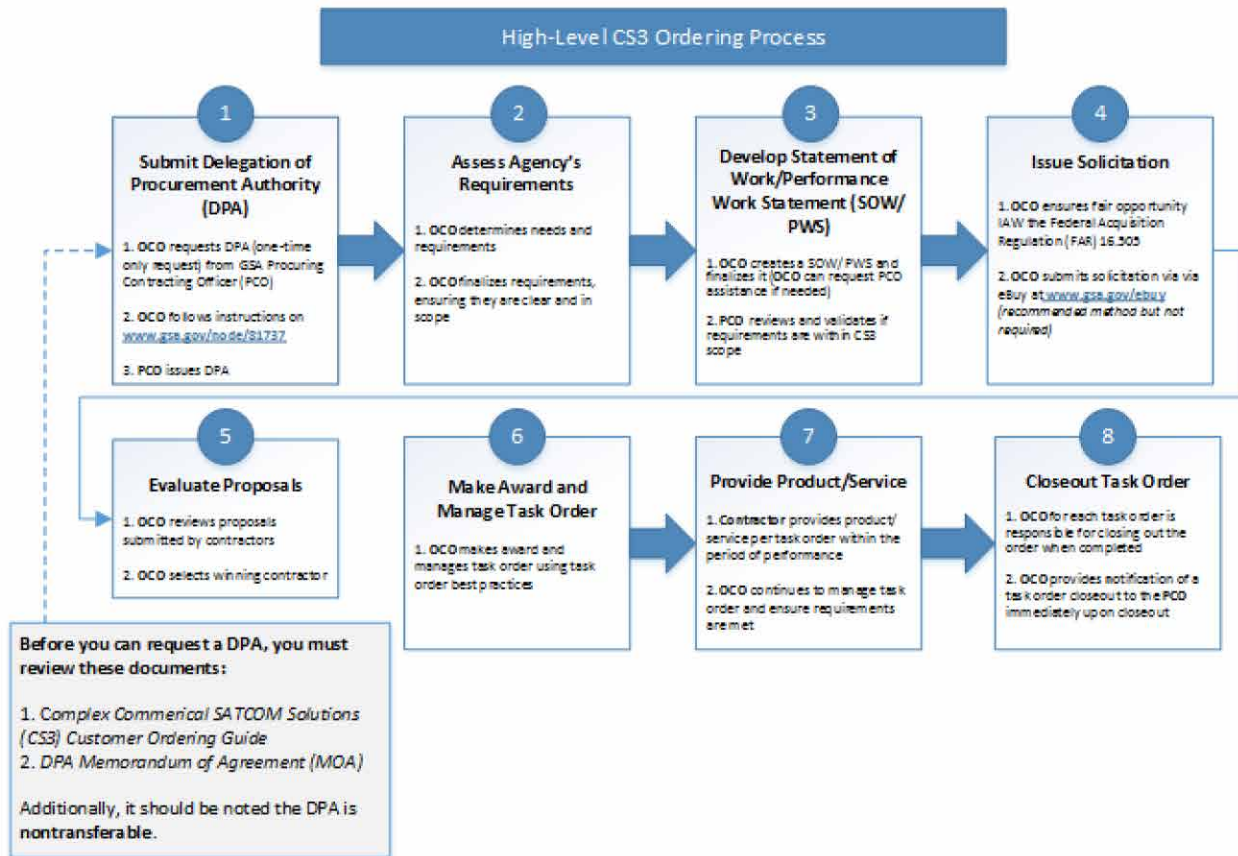
NOTE: guidance provided here does not supersede requirements of the FAR or agency FAR supplements and policies. In all cases, the OCO must ensure complete adherence to the CS3 contract, applicable laws, the FAR, and any additional agency policy and regulations.

4.2 Ordering Processes

4.2.1 High-Level CS3 Ordering Process

The Ordering Agency starts by submitting the Delegation of Procurement Authority (DPA) to GSA (see Figure 2 for the DPA Process). It should be noted the DPA is required for each OCO who will be soliciting or ordering services through the CS3 vehicle. Figure 1 depicts the High-Level CS3 Ordering Process.

Figure 1: High-Level CS3 Ordering Process

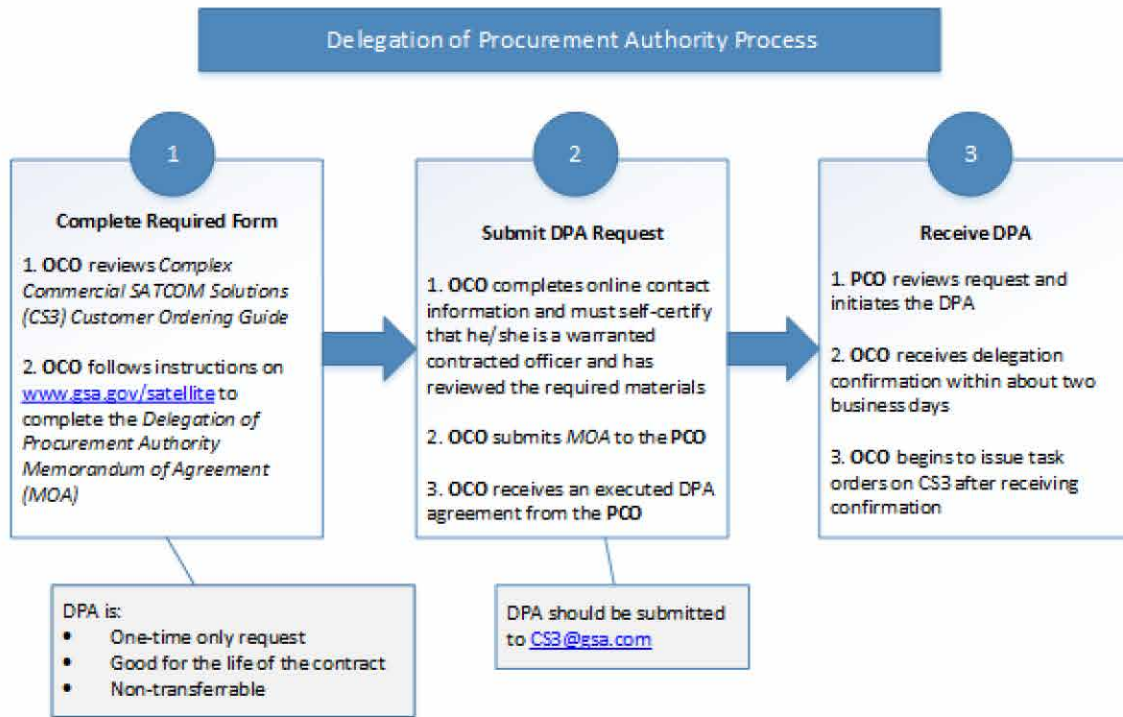


Once an OCO has a DPA, he or she will not be required to submit one again, that is, the DPA is valid for unlimited use. However, DPAs operate on a per capita basis and unique to the holder; thus, they are non-transferable from individual to individual or agency to agency.

4.2.2 Delegated Procurement Authority (DPA) Process

The OCO completes the online request form and submits the DPA request to the GSA PCO. The PCO reviews and provides the delegation. If an OCO moves to a different Agency, they must inform the GSA CS3 PCO immediately. A new DPA request is required that will be expedited. See Figure 2 for detailed DPA Process.

Figure 2: Delegated Procurement Authority Process

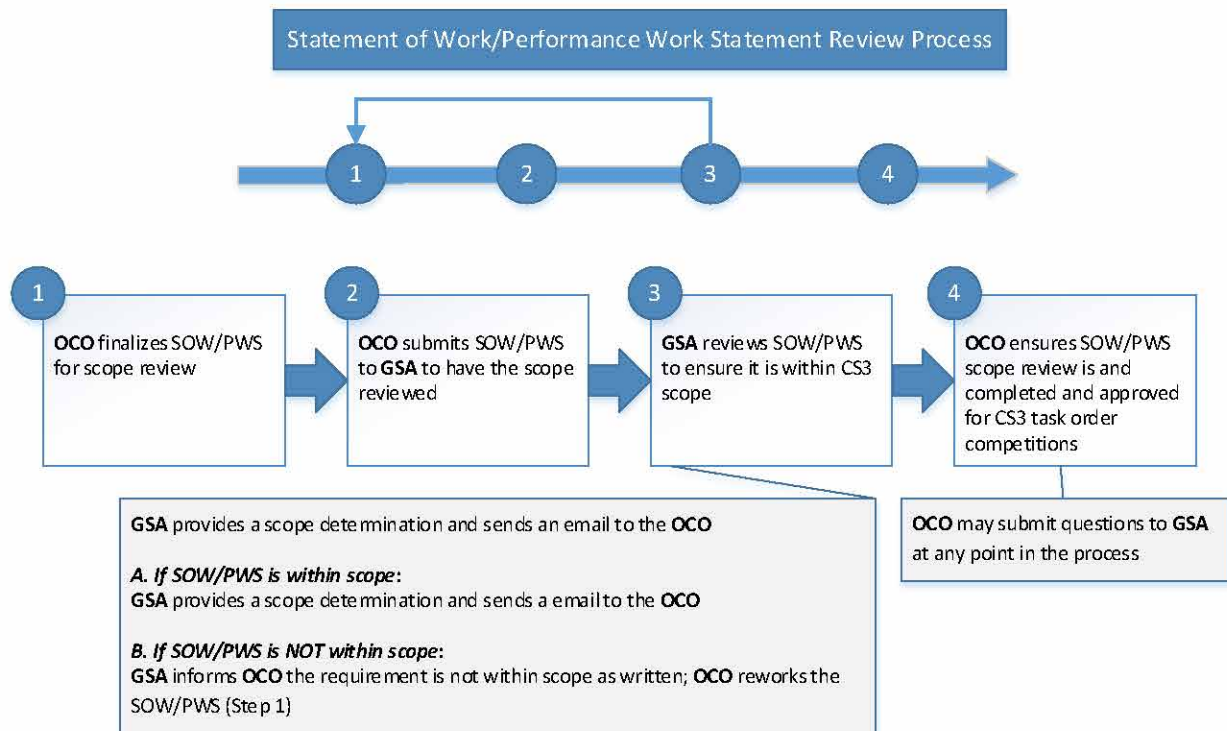


The OCO must complete and submit the online DPA request by filling in the required information and selecting the responses to the questions. The DPA should be submitted to CS3@gsa.com.

4.2.3 Statement of Work/Performance Work Statement (SOW/PWS) Review Process

The OCO drafts the SOW/PWS and submits to GSA. If GSA deems the requirement is within the scope of CS3, an email is sent to the OCO. If the requirement is NOT within scope, the OCO is notified and the SOW/PWS is reworked. See Figure 3 for detailed SOW/PWS Review Process.

Figure 3: Statement of Work / Performance Work Statement Review Process



Note: The PWS does not include price structure or order terms.

5 Ordering and Billing Options

The ordering agency has two options for placing task orders:

- Direct Order/Direct Bill
- GSA Assisted Ordering/Billing

The subsequent subsections identify the required actions for each type of ordering option and offer examples.

5.1 Direct Order/Direct Bill

Questions about ordering/requirements should be directed to the CS3 contractors directly and go to the CS3 contractors to place orders after conducting fair opportunity in accordance with FAR 16.505. The billing and payment for these services are conducted directly between the ordering agency and the CS3 contractors. The OCO will be subject to the rules, regulations, and conditions promulgated and enforced by that customer agency, the FAR, and the CS3 contract. The ordering agency will commit the following:

- Determine requirements and develop a SOW or PWS
- Identify Information Security System requirements for Federal Information Security Management Act (FISMA) Certification and Accreditations in the SOW/PWS

- Identify Personnel Security for both suitability (HSPD-12) and security clearance requirements in the SOW/PWS
- Incorporate and provide agency-specific security directives, guides, and procedures in the SOW/PWS
- Determine if requirements are within the scope of CS3 (with assistance from GSA); the GSA CS3 PCO will provide a scope determination to the OCO
- Determine if the task order value does not exceed the cumulative CS3 program ceiling. The GSA CS3 PCO will provide a ceiling determination to the OCO
- Verify, obligate, and ensure proper use of funds
- Request interest from contractors if applicable (e.g., Request for Information [RFI])
- Document Fair Consideration method or sole source justification (the use of the GSA eBuy system is highly encouraged as it will ensure all eligible contractors can participate in the task order solicitation)
- Request proposals from contractors (e.g., Request for Proposal [RFP])
- Evaluate proposals (technical, price, or cost must be considered for each order in the selection decision)
- Select CS3 contractor
- Place task order with selected CS3 contractor
- Process task order close-out

Formal evaluation plans or rating schemes are not required; however, the evaluation and acquisition plan should match the value and complexity of the requirement. Once the ordering agency has finalized its statement of work, said agency will request information in potential addition to a proposal directly from the CS3 contractors.

A written SOW or PWS will always be used. The OCO will provide the SOW/PWS to the GSA CS3 PCO and GSA CS3 PM. The GSA will provide a scope determination to the OCO. Scope reviews can be conducted by GSA and completed in parallel with the OCO's task order acquisition activities. For task orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the task order is awarded. Should the GSA CS3 PCO determine a CS3 task order to be out of scope, the GSA CS3 PCO will inform the OCO that the task order must be canceled. The Scope Determination process is as follows:

1. Forward a copy of the written SOW or PWS to the GSA CS3 PCO at the following email address (case insensitive): CS3@gsa.gov
Within 2 business days of receipt of the SOW/PWS, the GSA CS3 PCO will ensure that a DPA is on file for the issuing OCO and forward the SOW/PWS to GSA for review; GSA will acknowledge receipt of the Scope Determination request
2. Within 5 business days of receipt of the Scope Determination request, the OCO is notified of the results of the Scope Determination
3. If the Scope Determination is negative, the OCO is contacted to provide guidance on the appropriate scope for task orders under CS3. The OCO may be requested to prepare and reissue a revised Scope Determination request

The CS3 contractor Points of Contact (POC) is publicly accessible at <http://www.gsa.gov/satellite>.

5.2 GSA Assisted Ordering/Billing

Under GSA Assisted Services, GSA may perform any or all the following on behalf of an agency:

- Assist and/or develop an SOW
- Ensure fair opportunity and contractual compliance as stipulated in section G.3.3 of the contract and in accordance with the Federal Acquisition Regulation (FAR) 16.505
- Verify, obligate, and ensure proper use of funds
- Evaluate proposals and award orders
- Maintain all award documentation
- Process order closeout

The GSA Assisted Service Fee is negotiated between GSA and the ordering agency. Payment of this Assisted Service Fee is made directly to GSA by the ordering agency using:

- an Interagency Agreement (IA)
- a Memorandum of Agreement (MOA)
- a Memorandum of Understanding (MOU) with an accompanying customer funding document and GSA acceptance

These agreements are the primary means by which GSA receives requests from federal agencies for acquisition services.

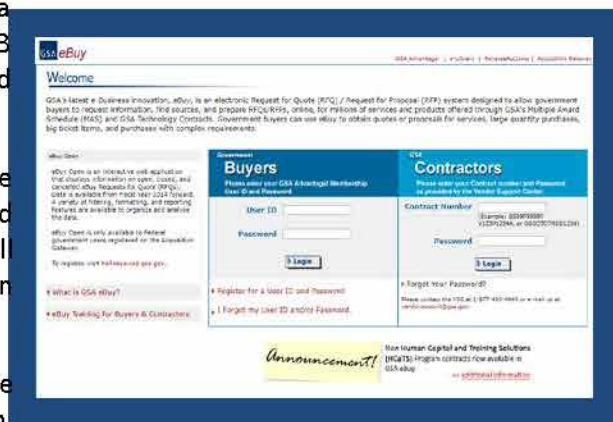
GSA acceptance is required on all funding documents such as Purchase Request (PR); Intra-Governmental Payment and Collection (IPAC) systems; and Military Interdepartmental Purchase Request (MIPR).

5.3 eBuy

GSA's eBuy is designed to facilitate requests and submissions of proposals for commercial products, services, and solutions offered through GSA for contracts such as Federal Supply Schedules and Governmentwide Acquisition Contracts (GWACs). Federal Purchasers (buyers) may prepare and post an RFP for specific CS3 products and services for a specified period of time. Once posted, CS3 contractors (sellers) may review the request and post a response.

eBuy is a simple, user-friendly, web-based online procurement tool to use for CS3 buyers. **First**, find a category and then select contractors to notify. All contractors listed under the category selected can also review or bid on your request.

Second, enter your requirements and specify the amount of time the RFP should remain open. Contractors will receive emails about your



requirements and be able to submit proposals in return. See [eBuy web page](#) or [eBuy training for buyers and contractors](#).

APPENDICES

Appendix A. Task Order Administration

Administration considers the following efforts to be associated with the operations and management of task orders post-award: service implementation, task order modifications, contractor performance management, and task order close-out.

As mentioned above the OCO for each task order will be responsible for closing out the order when completed. It is the responsibility of the CS3 contractors to work in partnership with the government to closeout orders as soon as possible by using procedures described in FAR 4.804. Notification of a completion of closeout of a task order must be provided to the GSA CS3 PCO immediately upon closeout.

1.1 User Reporting Requirements

1.1.1 Contractor Performance

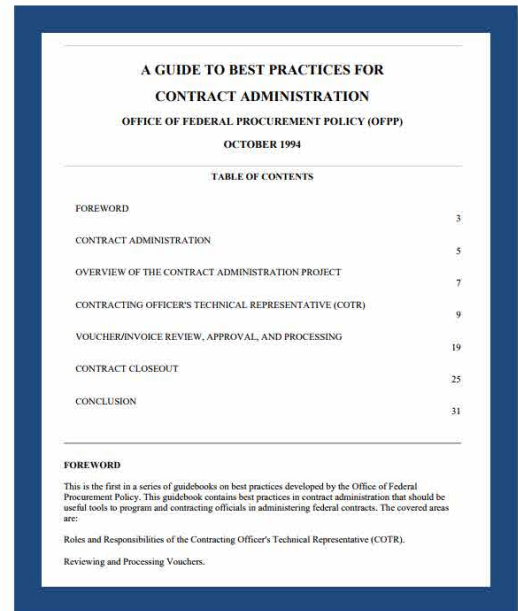
Ordering agencies must periodically evaluate how the contractor performed in accordance with contract requirements such as the following:

- quality of service
- cost efficiencies
- timeliness
- business relations
- history of reasonable and cooperative behavior
- commitment to customer satisfaction
- key personnel

Ordering agencies should use the Past Performance Information Retrieval System (PPIRS) at <http://www.ppirs.gov/default.htm>.

Information obtained per evaluations may be shared with government agencies for use in support of future award decisions (FAR 42.15).

The customer agency is required by FAR 42.1502 policy to complete past performance records for the contractor. Customer agencies may already have established routinely utilized past performance systems (e.g., CPARS, FAPIIS, CPAS, PPIRS, etc.) these are all acceptable. From time-to-time, the GSA CS3 PCO may inquire about contractor performance by survey or telephone call.



1.2 Claiming Socioeconomic Credit in the Federal Procurement Data System – FPDS NG Reporting

Ordering agencies are required to report all orders greater than the micropurchase threshold in FPDS-NG, www.fpds.gov in accordance with FAR 4.6. Proper reporting ensures socioeconomic credit will be received. For assistance on coding, please contact the FPDS-NG Helpdesk via email: fpdssupport@gcefederal.com.

1.3 Contract Modification

Contract modification to the basic CS3 contracts may be required over the course of the CS3 period of performance. Contract modifications may take the form of a strategic modification or a contractor modification. A strategic modification is one that is made to all CS3 contracts; an example could be a modification that adds new technology to the CS3 contract. On the other hand, a contractor modification is geared towards a specific CS3 contract, and such an example would include a modification to recognize a contractor's change of name. Each CS3 contractor is responsible for maintaining the CS3 contract on its public website that reflects all basic CS3 contract modifications. Additionally, it should be noted the contractor can and may post each contract modification separately.

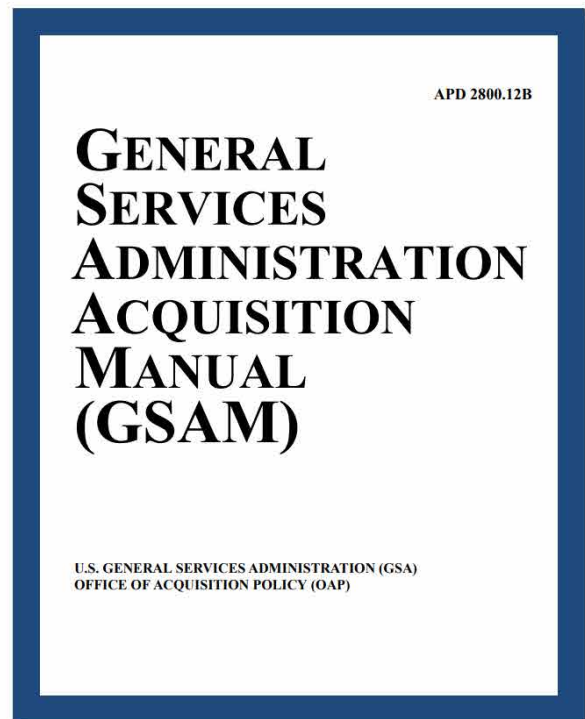
Task order modifications may be necessary during the task order period to address additional requirements or administrative changes. The OCO should follow the FAR and guidance of their Agency-specific FAR supplement and other guidance.

1.4 Task Order (Contract) Closeout

It is the OCO's responsibility to closeout task orders, and such closeout shall be accomplished within the guidelines set forth in:

- FAR Part 4.8 Government Contract Files.
- FAR Part 42 Contract Administration and Audit Services.
- GSAM Subpart 504.8 Government Contract Files.

The contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.



Appendix B. GSA CS3 Point of Contacts

Note: All members of the GSA CS3 team can be contacted at CS3@gsa.gov

GSA Program Manager (PM):

Ben Camerlin

CS3 Program Manager

Office of Telecommunications Services

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 202-969-7790

(C) 202-341-3126

benjamin.camerlin@gsa.gov

www.gsa.gov/satellite

GSA Procuring Contracting Officer (PCO):

Tracey Embry

CS3 Procuring Contracting Officer

Network Services Contract Operations Division 2 (QT2A1FA)

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 703-306-7041

(C) 571-882-4104

Tracey.embry@gsa.gov

www.gsa.gov/satellite

GSA Contracting Officer's Representatives (CORs):

Primary

Monica Hedgspeth

CS3 Contracting Officer's Representative

Office of Telecommunications Services

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 703-306-6350

(C) 703-994-3254

Monica.hedgspeth@gsa.gov

Alternate

Scott Stemmen

CS3 Contracting Officer's Representative

Office of Telecommunications Services

[Office of Information Technology Category \(ITC\)](#)

[Federal Acquisition Service \(FAS\)](#)

[U.S. General Services Administration \(GSA\)](#)

(W) 312-886-8276

(C) 312-384-0841

Scott.stemmen@gsa.gov

www.gsa.gov/satellite

Appendix C. List of CS3 Contractors

Contractor	Contract Number	Contact	Small Business Category
AIS Engineering, Inc.	GS00Q17NRD4001	cs3@aisengineering.com	SDB; WOSB
Artel, LLC	GS00Q17NRD4002	cs3@artellic.com	
By Light Professional IT Services LLC	GS00Q17NRD4003	cs3@bylight.com	
Comsat Inc.	GS00Q17NRD4004	cs3@comsat.com	
CopaSAT, LLC	GS00Q17NRD4005	cs3@copasat.com	SB
DRS Global Enterprise Solutions	GS00Q17NRD4006	drs-fcsa@drs.com	
Globecomm Systems Inc.	47QTCE18D0001	cs3@globecomm.com	
Hughes Network Systems, LLC	GS00Q17NRD4007	cs3@hughes.com	
Incident Communication Solutions, LLC (d/b/a Peake)	GS00Q17NRD4008	cs3@peake.com	SDB
Inmarsat Government, Inc.	GS00Q17NRD4014	fcsapmo@inmarsatgov.com	
Intelsat General Corporation	GS00Q17NRD4009	cs3@intelsatgeneral.com	
Knight Sky LLC	GS00Q17NRD4010	cs3@knight-sky.com	SB
LBI Sat LLC	GS00Q17NRD4011	gsacs3@lbisat.com	SB
Lepton Global Solutions, LLC	GS00Q17NRD4012	cs3@leptonglobal.com	SB
RiteNet Corp	GS00Q17NRD4013	cs3@ritenet.com	SB
SES Government Solutions, Inc.	GS00Q17NRD4015	ses-gscs3@ses-gs.com	
Signal Mountain Networks, Inc.	GS00Q17NRD4020	cs3@signalmountain.com	VOSB; HUBZone
TeleCommunication Systems Inc.	GS00Q17NRD4016	cs3tor@comtechtel.com	
Trace Systems, Inc.	GS00Q17NRD4017	idiq-inbox@tracesystems.com	
TrustComm, Inc.	GS00Q17NRD4018	cs3@trustcomm.com	SB

Contractor	Contract Number	Contact	Small Business Category
UltiSat, Inc.	GS00Q17NRD4019	fcsa@speedcastgov.com	
U.S. Electroynamics, Inc.	47QTCE18D0002	sales@usei-teleport.com	SDVOSB, VOSB, SDB

Appendix D. List of Abbreviations

ACO	Administrative Contracting Officer
CLINs	Contract Line Item Numbers
COMSATCOM	Commercial Satellite Communications
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reports System
CPAS	Contractor Performance Assessment Reports System
CS2	Custom SATCOM Solutions
CS2-SB	Custom SATCOM Solutions – Small Business
CS3	Complex Commercial SATCOM Solutions
DISA	Defense Information Systems Agency
DPA	Delegation of Procurement Authority
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FISMA	Federal Information Security Management Act
FPDS- NG	Federal Procurement Data System Next Generation
FTR	Federal Travel Regulations
GASM	General Services Administration Acquisition Manual
GSA	General Services Administration
GWAC	Government Wide Acquisition Contract
HSPD-12	Homeland Security Presidential Directive 12
IA	Interagency Agreement
IAW	In accordance with
IPAC	Intra-Governmental Payment and Collection
JTR	Joint Travel Regulations
MIPR	Military Interdepartmental Purchase Request

MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
OCOs	Ordering Contracting Officers
OTS	Office of Telecommunications Services (OTS)
PCO	Procuring Contracting Officer
PPIRS	Performance Information Retrieval System
PM	Program Manager
PoP	Period of Performance
PR	Purchase Request
PWS	Performance Work Statement
RFI	Request for Information
RFP	Request for Proposal
SATCOM	Satellite Communications
SIM	Subscriber Identity Module
SOW	Statement of Work