SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
GS02Q16DCR0001	GS02Q15CRR0001	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		

7. ISSUED BY CODE GS02Q

General Services Administration/Federal Acquisition Service

8. ADDRESS OFFER TO *(If other than item 7)*

General Services Administration/Federal Acquisition Service
One World Trade Center, 55th Floor, New York, NY 10007

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ *(Hour)* local time _____ *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Robert Woodside, HCaTS CO	212	2642693		hcats@gsa.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
01	09/22/2015	03	10/06/2015
02	09/24/2015	04	10/15/2015

15A. NAME AND ADDRESS OF OFFER-OR

CODE _____ FACILITY _____

Accenture Federal Services LLC
800 North Glebe Road, Suite 300
Arlington, VA 22203-1807

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Timothy J. Murphy, AFS Director of Contracts

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			
571	4144033		☐	Digitally signed by timothy.j.murphy DN: cn=timothy.j.murphy Date: 2016.05.10 16:02:53 -04'00'	11/09/2015

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Robert Woodside, HCaTS CO

27. UNITED STATES OF AMERICA

ROBERT WOODSIDE Digitally signed by ROBERT WOODSIDE DN: c=US, o=U.S. Government, ou=General Services Administration, cn=ROBERT WOODSIDE, 0.9.2342.19200300.100.1.1=4700100003237 5 Date: 2016.05.11 09:12:00 -04'00'

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Continuation Page - Summary of Changes

The updated clauses are listed below:

GSAR	TITLE	DATE
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2016
552.228-5	Government as Additional Insured	JAN 2016

The deleted provision is listed below:

GSAR	TITLE	DATE
552.217-71	Notice Regarding Option(s)	NOV 1992

The added attachments in new refresh are listed below:

- Section J.2 HCATS CONTRACT PRICING
- Section J.3 APPROVED SUBCONTRACTING PLAN, if applicable.
- Section J.4 ACCREDITATIONS
- Section J.5 CONTRACTOR KEY PERSONNEL

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PART I: THE SCHEDULE
SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

B.1.1 OFFICE OF PERSONNEL MANAGEMENT (OPM)

OPM provides human resources, leadership, and support to Federal agencies and the Federal workforce as they serve the American people. OPM has four primary areas of focus: policy and oversight, healthcare and insurance, retirement services, and services for agencies.

The *Government Performance and Results (GPRA) Modernization Act of 2010 (GPRAMA)*, in part, mandates that the Office of Management and Budget (OMB) collaborate with agencies to develop a Federal Government Performance Plan for each agency. As part of this mandate, agencies are required to integrate human capital strategies into their agency strategic plans in order to assure full alignment of talent with agency mission and strategy. GPRAMA requires that an agency's performance plan include a description of how performance goals are to be achieved, including operation processes, training, skills and technology, and the human, capital, information, and other resources and strategies required to meet those performance goals.

OPM's Human Resources Solutions (HRS) enterprise is a reimbursable entity for which OPM receives no funding from Congress. HRS provides human resources products and services that assist the Federal government in implementing their performance goals. These products and services thus function to develop leaders, attract and build a high quality public sector workforce, and transform agencies into high performing organizations.

In turn, HRS' Training and Management Assistance Program (TMAP) ensures the development and delivery of customized human resources, human capital and training products and services to Federal agencies by managing private sector contractors in the design, development, and implementation of solutions in the areas of training and human capital in order to improve agency performance against performance metrics at the employee, unit, and enterprise levels. OPM is authorized to make these services available via use of these contracts to all Federal agencies under the auspices of *5 U.S.C. 1304 (e)(1)*.

Many human resources, human capital and training products and services are offered in the commercial market. However, TMAP offers customized solutions that involve significant modifications to commercial products and services that alter the characteristics or purpose of the products or services. The products and services delivered under the TMAP focus on Federal government requirements and are exclusively provided to Federal agencies. In all cases, the project deliverables are customized or designed to meet unique agency-specific requirements that cannot be adequately met through the use of off-the-shelf solutions.

B.1.2 GENERAL SERVICES ADMINISTRATION (GSA)

GSA was established in 1949 by President Harry Truman as the Federal agency tasked with administering supplies and providing workplaces for Federal employees. Today, GSA makes

Federal agencies more effective at what they do by providing expertise, management and smart acquisition solutions.

GSA's acquisition solutions supply federal purchasers with cost-effective high-quality products and services from commercial vendors. Federal Acquisition Service (FAS) operates as America's buyer, leveraging the buying power and acquisition expertise of the Federal government to deliver new and existing services and high-quality products to taxpayers and Federal customers. Since its establishment, FAS has demonstrated unrivaled capability to deliver these across Federal government at the best value possible.

In 2014, GSA embarked on a three-year vision to make FAS into the Government Acquisition Marketplace, transforming the organization into a transparent, solution-neutral home for acquisition and subject matter expertise. According to FAS Commissioner, Thomas Sharpe, Jr, the goal is "to provide agencies across government with the tools and knowledge they need to make the right buying decisions, reduce the proliferation of duplicative contract vehicles, and deliver the best value possible to our customers and the American people."

To meet this goal, GSA reorganized FAS around the concept of category management, an acquisition strategy used by the most successful Fortune 500 companies. Category management looks at product and service categories and customizes purchase channels to better meet customer needs, leading to smarter purchasing decisions, better purchasing options, and saved dollars. Through their partnership, GSA and OPM can align the Human Capital and Training Solutions (HCaTS) with these strategic goals.

B.1.3 MEMORANDUM OF UNDERSTANDING (MOU)

On April 28th, 2014, GSA and OPM signed a Memorandum of Understanding (*MOU*) forming a partnership to address the need of providing the Federal government with human resource training and development and human capital management services more efficiently and effectively using Industry best practices.

Under this agreement, GSA's acquisition capabilities, tools and strategic sourcing experience are merged with OPM's expertise in human resources, human capital, and training and development to form a more powerful Government solution.

This partnership acknowledges the changing Federal landscape. It recognizes GSA's and OPM's strategic goals, the current budgetary realities across Federal government, and the need to better support the mission of the Federal agencies that GSA and OPM serve.

The services to be provided under HCaTS are intended to meet the human resources, human capital, and training and development requirements of all Federal agencies.

The scope of services under HCaTS is defined in Section C.

B.1.4 AUTHORITY

The Administrator of GSA is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under *40 U.S.C. 501*.

The Director of OPM is specifically authorized to perform training and personnel management services on behalf of other agencies under *5 U.S.C. 1304*.

The authority for the award and administration of the HCaTS contracts and the delegation of authority for the award and administration of task orders under the HCaTS contracts are defined in Section G.

Hereafter, the HCaTS Contracting Officer will be referred to as the HCaTS CO and the Ordering Contracting Officer at the task order level will be referred to as the OCO.

B.1.5 ECONOMY ACT

In accordance with *FAR Paragraph 17.502-2(b)*, the Economy Act does not apply to task orders awarded under the HCaTS contracts under the authorities of *5 U.S.C. 1304* and *40 U.S.C. 501*.

B.1.6 CONTRACT TYPE

HCaTS is a Government-Wide, Multiple Award, Indefinite-Delivery, Indefinite-Quantity (MA-IDIQ) task order contract vehicle for customized training and development services, customized human capital strategy services, and customized organizational performance improvement services, which is available for use by all Federal agencies and other entities as listed in the current GSA Order *ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services*, as amended.

HCaTS allows for all contract types at the task order level (i.e., Fixed-Price {all types}, Cost-Reimbursement {all types}, Time-and-Materials, and Labor-Hour). Task orders may also combine more than one contract type (e.g., FFP/Cost, FFP/Labor-Hour, etc.). Additionally, task orders may include incentives, performance based measures, multi-year or option periods, and commercial or non-commercial items.

B.1.7 MINIMUM GUARANTEE AND MAXIMUM CEILING

The minimum dollar guarantee is $2,500.00 for each Contractor that does not obtain a task order award under their HCaTS contract. The minimum dollar guarantee applies to the contract as a whole and not each ordering period, if exercised. The minimum dollar guarantee will be funded by FY16 funds.

The minimum dollar amount for an individual task order must exceed the micro-purchase threshold as defined in *FAR Section 2.101*, as amended. The maximum dollar amount for each individual task order placed under an HCaTS contract is $3.45 billion for Pool 1. An unlimited number of task orders may be placed under an HCaTS contract throughout the ordering period, including options, if exercised.

The maximum dollar amount for HCaTS, including all options, if exercised, is $3.45 billion for Pool 1.

B.1.8 CONTRACT ACCESS FEE (CAF)

GSA and OPM operating costs associated with the management and administration of HCaTS are recovered through a Contract Access Fee (CAF). The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of the HCaTS PMO. The HCaTS PMO maintains the unilateral right to change the percentage at any time. See Section G.3.1 for more details regarding the CAF.

B.2 TASK ORDER PRICING

HCaTS provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk(s), uncertainty(ies), complexity, urgency and contract type(s). The OCO has the authority and responsibility to determine price, and if applicable, cost reasonableness for his agency's task order requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO shall identify the applicable contract type for all Contract Line Items (CLINs) in each task order.

The Contractor shall propose and the OCO award all labor rates when performance is conducted at the Contractor's facility(ies) at the Contractor Site Rate(s), if applicable. The Contractor shall propose and the OCO award all labor rates at the Government Site Rate(s) when performance is conducted at the Government's facility(ies) or a site not owned or leased by the Contractor, if applicable.

B.2.1 LABOR CATEGORIES AND STANDARD OCCUPATIONAL CLASSIFICATIONS

HCaTS provides standardized labor categories that correspond to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) system for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Attachment J.1 (Standardized Labor Categories), all of the HCaTS labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional descriptions. The HCaTS labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

Except for ancillary labor as defined under Section B.3, when responding to task order

solicitations, regardless of contract type, the Contractor shall identify both Prime and Subcontractor labor using the HCaTS labor categories. The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Attachment J.1 (Standardized Labor Categories), as long as the Contractor clearly identifies the deviation in its proposals. Additionally, the following qualification substitution chart applies:

Degree	Experience Substitution	Experience and Degree Substitution
Bachelor's Degree	Six years of relevant work experience may be substituted for a Bachelor's Degree	Associate's Degree plus four years of relevant work experience may be substituted for a Bachelor's Degree
Master's Degree	12 years of relevant work experience may be substituted for a Master's Degree	Bachelor's Degree plus eight years of relevant work experience may be substituted for a Master's Degree
Doctorate Degree	20 years of relevant work experience may be substituted for a Doctorate Degree	Bachelor's Degree plus 16 years or a Master's Degree plus 12 years of relevant work experience may be substituted for a Doctorate Degree

B.2.2 FIXED-PRICE TASK ORDERS

Fixed-Price contracts are defined under *FAR Subpart 16.2* and other applicable agency-specific regulatory supplements.

B.2.3 COST REIMBURSEMENT TASK ORDERS

Cost reimbursement contracts are defined under *FAR Subpart 16.3* and other applicable agency-specific regulatory supplements. *FAR Parts 30* and *31* may apply to cost-reimbursement task orders.

To be considered for cost reimbursement task order awards, the Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

The Contractor may be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, direct labor, fringe benefits, overhead, general and administrative (G&A) expenses, facilities capital cost of money, other direct costs, and fee consistent with its cost accounting system, provisional billing rates, forward pricing rate agreements, and/or CAS.

Cost reimbursement task orders shall only be used for the acquisition of non-commercial items.

B.2.4 INCENTIVE TASK ORDERS

Incentives are defined under *FAR Subpart 16.4* and other applicable agency-specific regulatory supplements.

B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS

T&M and L-H contracts are defined under *FAR Sections* *16.601* and *16.602*, respectively, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in *FAR* *52.216-29*, *52.216-30* and/or *52.216-31*. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

T&M and L-H task orders require the HCaTS standardized labor categories and their associated rates to be identified in the task order award document.

Ancillary labor categories shall be paid in accordance with *FAR* *52.212-4 (Alternate I)* (for commercial task order CLINs) and/or *FAR* *52.232-7* (for non-commercial task order CLINs).

B.2.5.1 CEILING RATES FOR TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H)

When preparing solicitations for T&M and/or L-H task order CLINs, the OCO must select from the following provisions in the task order solicitation.

1. *FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)*

2. *FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Feb 2007)*

3. *FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)*

For organizations within the Department of Defense (DoD), when selecting *FAR* *52.216-29* the OCO shall also select DFAR *252.216-7002, Alternate A*.

When *FAR* *52.216-30* is selected or *FAR* *52.216-31* is selected and there is an exception to fair opportunity, HCaTS establishes maximum allowable labor rates in the form of fully burdened ceiling rates for all professional, non-ancillary, CONUS, T&M/L-H labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the HCaTS fully burdened ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The fully burdened ceiling rates do not apply when *FAR* *52.216-29* is selected, or *FAR* *52.216-29* with *DFAR* *252.216-7002, Alternate A* is selected, or *FAR* *52.216-31* is selected and there is not an exception to fair opportunity.

The fully burdened ceiling rates awarded at initial contract award shall serve as the basis for all future year pricing for those fully burdened ceiling rates. In order to determine future year fully burdened ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual BLS ECI for the previous three years. In Year 5 of HCaTS, if the average annual ECI for the previous three years is higher than at time of HCaTS award, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of HCaTS, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by 0.93% per year on a cumulative basis. If the BLS ECI index in Year 5 of HCaTS is equal to or below the BLS ECI index at time of award, the fully burdened ceiling rates will remain unchanged. In Year 10 of HCaTS, if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of HCaTS, the fully burdened ceiling rates for Years 11 through 16 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the fully burdened ceiling rates will remain unchanged.

The HCaTS fully burdened ceiling rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire term of the task order, including task orders with option periods.

See Section F.4 for HCaTS contracts and task orders awarded under HCaTS contracts.

B.3 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Other ancillary support services, integral and necessary as part of a total integrated solution within the scope of HCaTS for which there is not a labor category specified in HCaTS, necessary to obtain a total, customized, and integrated solution, are allowable costs and may be included within an individual task order under an HCaTS contract. Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs (ODCs) may include expenses such as travel, materials, equipment and/or Subcontractors. The Contractor shall propose and identify each ancillary support service or ODCs separately and the OCO shall identify each ancillary support service or ODCs by a separate CLIN on the task order award.

The Contractor shall report in the Contract Payment Reporting Module (CPRM) all ancillary labor in accordance with Section G.3.2.

B.3.1 SPECIALIZED PROFESSIONAL SERVICES LABOR

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the scope of HCaTS, but are so specialized that they are not explicitly defined in any labor category description in Attachment J.1 (Standardized Labor Categories). The Contractor may propose specialized professional services labor when proposing ancillary support; however, the OCO will

determine whether circumstances merit the use of specialized professional skills. Whenever possible, this specialized professional labor should be mapped to the BLS SOC.
If the use of specialized professional services labor becomes frequent, additional labor categories and their associated fully burdened ceiling rates may be added by bilateral modification to an HCaTS contract.

B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

HCaTS labor categories, identified in Attachment J.1 (Standardized Labor Categories), are considered bona fide executive, administrative, and professional labor that are exempt from the Service Contract Act (SCA).

To the extent that any ancillary labor for services are within the scope of HCaTS and subject to the SCA in accordance with *FAR Subpart 22.10* and other applicable agency-specific regulatory supplements, the OCO shall identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not.

HCaTS does not include any provisions or clauses applicable to any SCA work that is part of a total solution within the scope of HCaTS. The OCO shall incorporate the appropriate provisions and clauses in each task order solicitation and subsequent award when the SCA applies.

B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

Outside the Continental United States (OCONUS) is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS.

The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The *Department of State Standardized Regulations (DSSR)* is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under HCaTS contracts, Contractor personnel assigned to foreign areas shall not receive allowances and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with *FAR Part 31* and other applicable agency-specific regulatory supplements.

B.3.4 TRAVEL

Travel costs may be firm-fixed price or reimbursed at actual cost in accordance with the limitations set forth in *FAR Subsection 31.205-46* and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's standard

accounting practices.

B.3.5 MATERIALS AND EQUIPMENT

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, special test equipment or real property.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Material and equipment shall be priced in accordance with the terms of the task order solicitation, contract type, and applicable FAR and agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to material and equipment consistent with the Contractor's standard accounting practices.

B.3.6 SUBCONTRACTING

For non-commercial items, subcontracting shall follow the procedures set forth in *FAR Part 44* and other applicable agency-specific regulatory supplements.

For commercial items, subcontracting shall follow the procedures set forth in *FAR Part 12* and *FAR Subpart 44.4*, and other applicable agency-specific regulatory supplements.

(END OF SECTION B)
PART I: THE SCHEDULE
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The Office of Personnel Management (OPM) and the General Services Administration (GSA) formed a new partnership to jointly award and administer a new strategically sourced contract vehicle providing customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to all Federal agencies. The goals of this partnership are grounded in law, in OPM's mission, and in Governmentwide principles of human capital management. OPM will continue to offer high quality products while taking advantage of GSA's ability to provide government-wide cost savings and efficiencies through its federal strategic sourcing expertise.

Through this partnership, GSA will be principally responsible for contract administration, while OPM will be responsible for policy oversight.

Human Capital and Training Solutions (HCaTS), through delegated procurement authority and OPM assisted acquisition services, will provide Federal agencies with both direct access and assisted acquisition access to customized training and development services, customized human capital strategy services, and customized organizational performance improvement services

HCaTS will also address:

1. the goals of strategic sourcing, which include reducing contract duplication and administrative costs, improving the quality of solutions while managing demand, increasing transparency, and ensuring the Government obtains the best value at the best overall price, and

2. the requirements of *5 CFR 250*, which provides authority for personnel actions in Subpart A and authority for strategic human capital management in Subpart B.

In accordance with the requirements prescribed in *5 CFR 250*, HCaTS is also designed to assist Federal agencies in carrying out their roles in managing human capital according to the following principles:

1. A Federal agency's human capital management strategies, plans, and practices should:

    a. Integrate strategic plans, annual performance plans and goals, and other relevant budget, finance, and acquisition plans, and

    b. Contain measurable and observable performance targets, and

    c. Communicate in an open and transparent manner to facilitate cross-agency collaboration to achieve mission objectives.

2. A Federal agency's talent management system should enable a Federal agency to:

    a. Plan for and manage current and future workforce needs, and

    b. Design, develop, and implement proven strategies and techniques and practices to attract, hire, develop, and retain talent, and

    c. Make meaningful progress toward closing knowledge, skill, and competency gaps in all occupations within the Federal agency.

3. A Federal agency's approach to performance management should include:

    a. Strategies and processes to foster a culture of engagement and collaboration, and

    b. A diverse, results-oriented, high-performing workforce, and

c. A performance management system that differentiates levels of performance of staff, provides regular feedback, and links individual performance to organizational goals.

4. A Federal agency's use of evaluation should contribute to agency performance by monitoring and evaluating outcomes of its human capital management strategies, policies, programs, and activities, checking both for merit system compliance and for success in identifying, implementing, and monitoring process improvements.

These four principles are consistent with the information prescribed within *5 CFR 250* and in OPM's current Human Capital Assessment and Accountability Framework (HCAAF), as referenced in *5 CFR 250*. The HCAAF is a living approach to human capital management that is expected to evolve over time as a guide for defining scope at the task order level.

HCaTS seeks to acquire multiple qualified Contractors to provide customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to meet the Federal government's workforce needs while conforming to the above stated principles, Federal agency-specific and OPM policies, procedures, rules, regulations, and other governing doctrines. At the same time, Federal agencies will continue looking for ways to achieve their goals in as cost-efficient a manner as possible. HCaTS has been designed to meet such challenges.

C.1.1 KEY SERVICE AREAS (KSA)

OPM's experience is that customers have requirements that require solutions drawing from many different disciplines of study and areas of expertise. As a result, HCaTS consists of three KSAs: 1) Customized Training and Development Services, 2) Customized Human Capital Strategy Services, and 3) Customized Organizational Performance Improvement. Through the development and deployment of customized solutions defined in the KSAs below, HCaTS will be able to assist Federal agencies in accomplishing the following six objectives:

1. Improving the management of human capital in accordance with the HCAAF and OPM governing doctrines and accomplishing their assigned critical missions, and

2. Increasing the effectiveness and efficiency of critical business processes, and

3. Providing optimal professional development opportunities to the Federal workforce, and

4. Undertaking effective change management initiatives, and

5. Developing effective metrics to assess progress in carrying out human capital strategies, and

6. Maximizing the return on investment in training and development, human capital, and organizational performance improvements.

These three KSAs will enable HCaTS to provide Federal agencies with a full range of customized solutions for training and development, human capital strategy, and organizational performance improvement requirements across the Federal government.

C.2 AUTHORITIES

The following list of authorities may be applicable at the task order level:

- *Chief Human Capital Officers Act of 2002*
- *Executive Order 13111, Using Technology to Improve Training Opportunities for Federal Government Employees*
- *Section 508 of the Rehabilitation Act*
- *Department of Defense Shareable Courseware Object Reference Model (SCORM)*
- *5 CFR 250*
- *Government Performance and Results (GPRA) Modernization Act of 2010 (GPRAMA)*
- *Office of Management and Budget (OMB) Memorandum M-10-27*
- *Office of Management and Budget (OMB) Circular A-11, Section 220*

C.3 SUMMARY OF REQUIREMENTS

The objective of HCaTS is to provide Federal agencies with a total integrated and customized solution for training and development services, human capital strategy services, and organizational performance improvement services at all levels (e.g., enterprise, unit, individual). Ultimately, solutions at the task order level should align with the principles of sound human capital management. Federal agencies have the flexibility to award task orders that encompass any and all KSAs for any portion of their workforce at any organizational level. The KSAs identify general lifecycles and specific disciplines, however, these are not meant to be all inclusive and OCOs have the authority to define requirements and award task orders that meet their specific needs so long as the scope falls under the definition of one or more KSA(s).

C.3.1 KEY SERVICE AREAS (KSA)

C.3.1.1 KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)

This KSA covers many types of customized training and development requirements and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While training and development requirements that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit

consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a within scope determination from the HCaTS CO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during a pre-award within scope determination, or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of this KSA shall not be included in a resultant task order. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination.

The scope of KSA 1 falls into two domains:

1. Customized Training Services: Includes, but is not limited to, training that is developed and/or delivered to any Federal employee to enhance knowledge, skills and abilities related to a specific title, series and/or function on any subject matter, or general knowledge, skills and abilities. Customized training services may also include, as part of training management support, such support services as course or instructional program administration. Customized training services may also include training that is developed and/or delivered to a Federal agency's constituency(ies) as a means of enabling the agency to carry out its mission, and

2. Customized Employee Development Services: Includes, but is not limited to, services provided to any Federal employee to develop and/or enhance their general, mission-specific, management and/or leadership knowledge, skills and abilities. A service that is provided to any Federal employee to coach them throughout their transition(s) in the Federal government.

Training and development services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by *FAR Section 37.112* and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 1:

C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

This KSA covers many types of customized human capital strategy services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While human capital strategy services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a within scope determination from the HCaTS CO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during a pre-award within scope determination, or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of this KSA shall not be included in a resultant task order. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination.

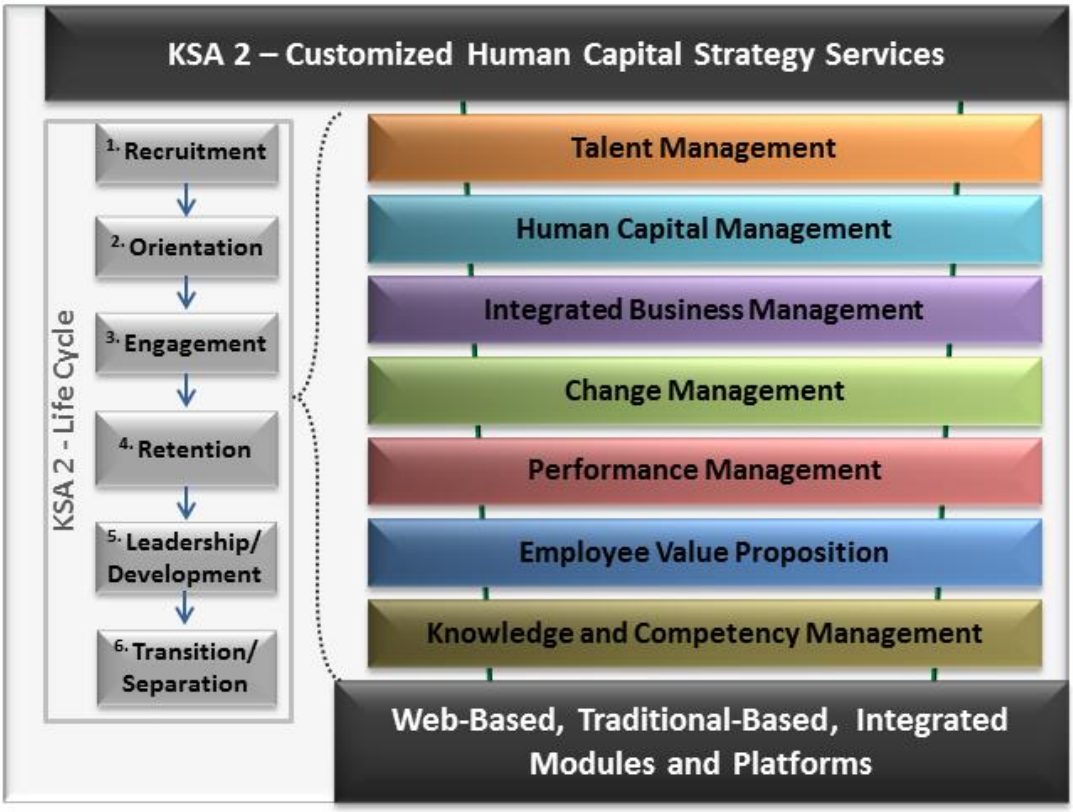
The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management (excluding payroll)
- HR Development
- Employee relations
- Labor relations
- Separation management

The scope of KSA 2 excludes payroll processing, benefits management, and personnel action processing, which are provided through Public and Private Shared Service Centers (SSCs).

Human capital strategy services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by *FAR Section* 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 2:



C.3.1.3 KSA 3 (CUSTOMIZED ORGANIZATIONAL PERFORMANCE IMPROVEMENT)

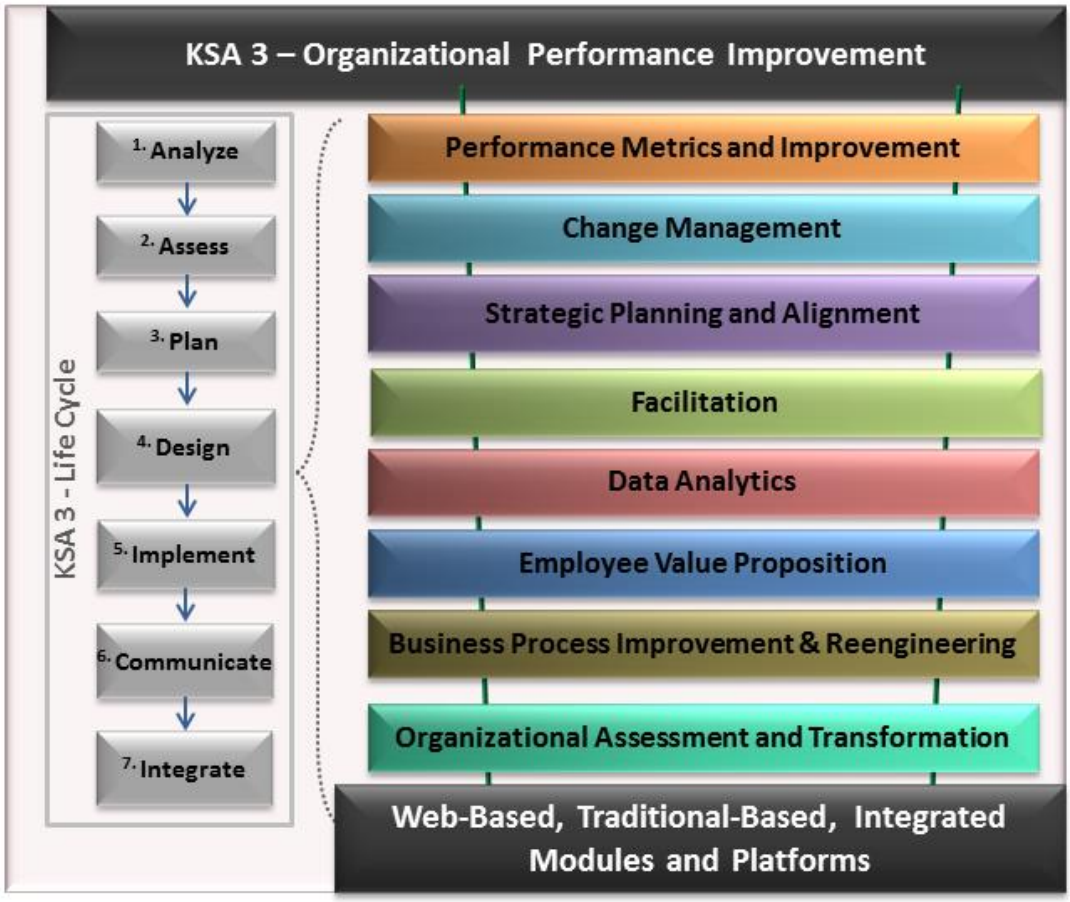
This KSA covers many types of customized organizational performance improvement services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While organizational performance improvement services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a within scope determination from the HCaTS CO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during a pre-award within scope determination, or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of this KSA shall not be included in a resultant task order. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination.

The scope of KSA 3 is inclusive of, but not limited to, improved performance requiring changes in how people are organized around business processes, changes to the processes themselves and the tools created to support those processes, as well as changes in management practices.

Customized organizational performance improvement services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by *FAR Section 37.112* and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 3:



C.3.2 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Ancillary support services and other direct costs are for task orders that complete work or a project that is solely associated with the services procured under HCaTS. These services are integral and necessary to complete a total, customized, integrated solution under a training and development, human capital, and/or organizational performance improvement requirement within the scope of HCaTS.

Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs may include expenses such as travel, materials, equipment and/or Subcontractors. See also Section B.3.

The OCO may allow, and the Contractor may propose, a labor category or labor categories at the task order level not identified in Attachment J.1 (Standardized Labor Categories), provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act, if applicable. See also Section B.3 and B.3.1.

C.3.3 INFORMATION TECHNOLOGY (IT) AND NON-INFORMATION TECHNOLOGY PRODUCTS AND SERVICES

Information Technology (IT), by legal definition, means any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by a Federal agency. For purposes of this definition, equipment is used by a Federal agency if the equipment is used by the Federal agency directly or is used by a Contractor under a task order with the Federal agency that require its use; or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on task orders and may be performed and/or provided only when the service or product is integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of HCaTS.

When providing ancillary IT services and/or products, the Contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, as well as promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Non-IT includes any service or equipment that is acquired by a Contractor incidental to a task order or contains imbedded IT that is used as an integral part of the service or product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

Non-IT also includes any equipment or services related to any human capital/human resource systems. This means any information systems operated by the Federal Government, the function, operation or use of which involves direct relation to the area of human capital or human resources. For example, a requirement to recommend strategic uses or enhancements to an existing IT system which tracks Government personnel engagement would be considered Non-IT. In this example, a Federal agency awards a task order for a Contractor to provide it with a recommendation on what to do with an existing IT system used by Government personnel to track Government personnel engagement. The task order implementing this requirement may permit the Contractor to analyze and/or test the existing IT system and any systems it interfaces with. While this work may entail primary usage of IT labor categories, it is considered Non-IT for the purposes of HCaTS as the end result is a recommendation and not the actual modifying of an existing or building a new IT system.

C.3.4 TEMPORARY SUPPORT SERVICES

Federal agencies may award task orders which include the brief or intermittent use of temporary labor provided that such use is ancillary and incidental to the work to be performed. Services furnished by temporary help firms shall not be regarded or treated as personal services. These services shall not be used in lieu of regular recruitment under civil service laws or to displace a Federal employee. Acquisition of these services shall comply with the authority, criteria, and conditions of *5 CFR Part 300, Subpart E, Use of Private Sector Temporaries*, and Federal agency procedures.

As prescribed in Section B.3.2., if the temporary services fall under the Service Contract Act, OCOs shall include the appropriate clauses as prescribed in *FAR Subpart 22.10*.

C.3.5 SERVICES NOT IN SCOPE

At no time shall an OCO award a task order and a Contractor perform inherently governmental functions in accordance with *FAR Subpart 7.5* and *Office of Federal Procurement Policy (OFPP) Policy Letter 11-01*.

Unless authorized by statute, at no time shall an OCO award a task order and a Contractor perform personal services in accordance with *FAR Section 37.104*.

At no time shall an OCO award a task order and a Contractor perform architect & engineering (A&E) services as defined in *FAR Section 2.101* and subject to the *Brooks Architect-Engineers Act (40 U.S.C. 1102)*.

At no time shall an OCO award a task order and a Contractor perform a requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in *29 CFR Part 541* and/or employees primarily employed as labor or mechanics as defined in *FAR Section 22.401*.

At no time shall a task order include as its primary purpose ancillary services as defined in Section C.3.2.

At no time shall a task order include as its primary purpose the development of information technology as defined by *FAR Section 2.101* and Section C.3.3.

At no time shall a task order include as its primary purpose temporary services as defined by *FAR Section 37.112* and Section C.3.4.

At no time shall an OCO award a task order and a Contractor provide a learning management system(s).

(END OF SECTION C)
PART I: THE SCHEDULE
SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Packaging and marking of all deliverables shall conform to normal commercial packaging standards to assure safe delivery at destination. Terms, conditions, and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

(END OF SECTION D)
PART I: THE SCHEDULE
SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The Human Capital and Training Solutions Program Management Office (HCaTS PMO) shall inspect and accept deliverables for all HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.246-4	Inspection of Services—Fixed-Price	AUG 1996

Eligible users, via delegated Ordering Contracting Officers (OCOs) (see Section G.2.4), shall inspect and accept deliverables for Firm-Fixed Price (FFP) and Fixed Price with Economic Price Adjustment (FP EPA) commercial task orders placed under HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.212-4(a)	Contract Terms and Conditions—Commercial Items	MAY 2015

Eligible users, via delegated OCOs, shall inspect and accept deliverables for Time-and-Materials (T&M) and Labor-Hour (L-H) commercial task orders placed under HCaTS in accordance with:

FAR	TITLE	DATE
52.212-4(a) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014

Eligible users, via delegated OCOs, shall inspect and accept deliverables for non-commercial task orders placed under HCaTS contracts in accordance with the following clauses, as applicable:

FAR	TITLE	DATE
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001

Additional terms, conditions and other requirements regarding inspection and acceptance shall be designated by the OCO at the task order level.

(END OF SECTION E)
PART I: THE SCHEDULE
SECTION F: DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The Contractor shall deliver deliverables for its Human Capital and Training Solutions (HCaTS) contract and all task orders placed under HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.247-34	F.O.B Destination	NOV 1991

Terms, conditions and other requirements regarding delivery of deliverables shall be designated by the Ordering Contracting Officer (OCO) at the task order level.

F.2 PERFORMANCE

The Contractor shall perform in accordance with the terms and conditions of its HCaTS contract and shall perform for all task orders in accordance with the terms and conditions of the task order.

The HCaTS CO may stop or terminate performance of an HCaTS contract in accordance with:

FAR	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

Eligible users, via delegated OCOs (see Section G.2.4), may stop or terminate performance for Firm-Fixed Price (FFP) and Fixed Price with Economic Price Adjustment (FP EPA) commercial task orders placed under HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.212-4(l)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(m)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.242-15	Stop-Work Order	AUG 1989

Eligible users, via delegated OCOs, may stop or terminate performance for Time-and-Materials (T&M) and Labor-Hour (L-H) commercial task orders placed under HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.212-4(l) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.212-4(m) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.242-15	Stop-Work Order	AUG 1989

Eligible users, via delegated OCOs, may stop or terminate performance for non-commercial task orders placed under HCaTS contracts in accordance with:

FAR	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alternate I	Stop-Work Order	AUG 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6 Alternate IV	Termination (Cost-Reimbursement)	SEPT 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

Terms, conditions and other requirements regarding performance shall be designated by the OCO at the task order level.

F.3 PLACE OF PERFORMANCE

The services to be provided under HCaTS shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.4 CONTRACT ORDERING PERIOD

The ordering period of HCaTS is from the date of the Notice-To- Proceed through five years thereafter, with one five-year option period in accordance with *FAR 52.217-9* and one six-month option period in accordance with *FAR 52.217-8*, for a total of 10.5 years.

After the HCaTS ordering period expires, HCaTS will remain an active contract vehicle 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 it were completed during the HCaTS ordering period.

F.4.1 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each task order awarded under an HCaTS contract shall be specified in the task order. Task orders shall be solicited and awarded prior to the expiration of the HCaTS ordering period and may extend up to five years and six months after the HCaTS ordering period expires.

Task order option periods may be exercised after the HCaTS ordering period expires provided that the final task order option period does not extend the cumulative term of the task order beyond five years and six months after the HCaTS ordering period expires.

Accordingly, the cumulative ordering period of HCaTS may span up to 10.5 years and the cumulative period of performance of all task orders placed under HCaTS may span up to 16 years.

F.5 PERFORMANCE STANDARDS

HCaTS is a performance-based contract vehicle with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.5.1 (Deliverable and Reporting Requirements) and F.5.2 (Compliance).

In the event the Contract Payment Reporting Module (CPRM) is not operational, deliverable and reporting requirements designated for input into the CPRM shall be provided as directed by the HCaTS CO within the stated timeframes. The HCaTS CO, or an authorized representative, shall have the right to examine and audit all supporting records and materials, regardless of whether such items are in written form, in the form of computer data, or in any other form, for the purpose of enforcing all deliverables and compliances herein.

Failure to meet the following deliverables, reports, or compliance standards, if applicable, and *FAR 52.204-15* may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (see Sections H.25 and H.26).

F.5.1 DELIVERABLE AND REPORTING REQUIREMENTS

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.2.6	Contractor Key Personnel	Updated CHPM or CHCM Point of Contact Information	Within 5 calendar days of the substitution	HCaTS CO
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance	CAF for all task orders awarded during the previous quarter on a cumulative basis	Quarterly (April 30th, July 30th, October 30th, and January 30th)	Electronic Funds Transfer (EFT) via Contract Payment Reporting Module (CPRM) website
G.3.2.1 through G.3.2.5	Contract Payment Reporting Module (CPRM)	Task Order Award, Modification, Invoice, CAF data, and Close-out data on a cumulative basis	Monthly (30th calendar day of each month, last day in February)	Electronically via the Contract Payment Reporting Module (CPRM) website
G.3.3	Individual Subcontracting Reports (ISR)	ISRs from Individual Subcontracting Plans on HCaTS	Within 30 calendar days after the close of each reporting period ending March 31st, September 30th, and within 30 calendar days of contract completion	Electronically via the Electronic Subcontract Reporting System (eSRS) website
G.3.3	Summary Subcontracting Reports (SSR)	GSA Agency-wide SSRs	Within 30 calendar days after the close of each reporting period ending September 30th	Electronically via the Electronic Subcontract Reporting System (eSRS) website
G.3.5	Insurance	ACORD Form, *Certificate of Liability Insurance*	Within 30 calendar days after the HCaTS Notice-to-Proceed and any	HCaTS CO and OCOs for affected task orders

			updates thereafter	
G.3.6	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	SF 30 Modification or other applicable documents	Copy of SF 30 and other applicable documents within 45 calendar days of finalization	HCaTS CO and OCOs for affected task orders
G.3.7	Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting	Semi-Annually starting 6 months from the anniversary date of the HCaTS Notice-to-Proceed.	Electronically via FAPIIS website and notify the HCaTS CO
G.3.8	VETS 100-A Reports	VETS 100-A reporting	Annually, no later than September 30th of each year	Electronically via the Department of Labor (DOL) VETS 100-A reporting website and notify the HCaTS CO
G.3.9	FSRS Reports	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	The end of the month following the month in which the Contractor awards any subcontract greater than $25,000 into the FFATA Sub-Award Reporting System (FSRS)	Electronically via FSRS website and notify the HCaTS CO
G.3.10	Post Award Small Business Program Re-Representation	Small Business Size Representation	Within 30 days after execution of a novation agreement; within 30 days after a merger or acquisition that does not require a novation; and within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.	HCaTS CO
G.4	HCaTS and Task Order Close-Out	Correspondence from OCO that confirms close-out	Within 45 calendar days after task order close-out	HCaTS CO
H.6.1	Adequate Accounting System	Correspondence and audit reports from DCAA or CFA that updates the current status	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.6.2	Acceptable Estimating System	Correspondence and audit reports from DCMA or CFA that	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders

		updates the current status		
H.6.3	Approved Purchasing System	Correspondence and audit reports from DCMA or CFA that updates the current status	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.6.4	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates	Correspondence and audit reports from DCAA, DCMA or CFA that updates the current status	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders and OCOs for affected task orders
H.6.5	Earned Value Management System (EVMS)	Correspondence and verification from EVMS certifying body that updates the current status	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.6.6	ISO 9001:2008 Certification	Correspondence or audit from an ISO 9001:2015 certifying body that updates the current status	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.6.7	ISO/IEC 27001:2013 Certification	Correspondence or audit from an ISO/IEC 27001:2013 certifying body that updates the current status	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.7	Cost Accounting Standards (CAS)	Correspondence and audit reports from DCAA or CFA that updates the current CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.8	Meaningful Relationship Commitment Letter (MRCL)	Any change of entity or commitment identified in any MRCL submitted	Within 45 calendar days after the update	HCaTS CO and OCOs for affected task orders
H.9	Professional Employee Compensation Plan	Contractor's professional employee compensation plan	Within 5 calendar days of the substitution	HCaTS CO
H.10	Uncompensated Overtime Policy	Contractor's uncompensated overtime policy	Within 5 calendar days of the substitution	HCaTS CO

F.5.2 COMPLIANCE

The following table contains compliances required, if applicable, for HCaTS. Task order

compliances will be specified in the task order solicitation. The HCaTS PMO does not waive its right to request other compliances in order to align HCaTS with new statutory or regulatory requirements. The HCaTS PMO will provide the Contractor with at least 90 calendar days notice of these requirements.

SECTION	REFERENCE	COMPLIANCE
G.2.6	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2.1 through G.3.2.5	Contract Payment Reporting Module (CPRM)	The Contractor shall submit timely and accurate data in the CPRM
G.3.3	Individual Subcontracting Reports (ISR)	The Contractor shall submit timely and accurate ISR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's subcontracting plan
G.3.3	Summary Subcontracting Reports (SSR)	The Contractor shall submit timely and accurate SSR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's Subcontracting Plan
G.3.5	Insurance	The Contractor shall submit timely and accurate Certificate(s) of Liability Insurance and maintain adequate insurance coverage at the HCaTS contract and task order level
G.3.6	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements
G.3.7	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall submit timely and accurate FAPIIS information and maintain sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.8	VETS 100-A Reports	The Contractor shall report timely and accurate VETS 100-A Reports in the Department of Labor VETS-100 website and send confirmation to the HCaTS CO
G.3.9	FSRS Reports	The Contractor shall report timely and accurate subaward and executive compensation data regarding First-Tier subawards in FSRS to meet the FFATA reporting requirements and send confirmation to the HCaTS CO

G.3.10	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately its small business program re-representation and updated sam.gov,
G.4	HCaTS and Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.6.1	Adequate Accounting System	The Contractor shall maintain the adequate status of its accounting system and submit updates of the current status
H.6.2	Acceptable Estimating System	The Contractor shall maintain the acceptable status of its estimating system and submit updates of the current status
H.6.3	Approved Purchasing System	The Contractor shall maintain the approved status of its purchasing system and submit updates to the current status
H.6.4	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates	The Contractor shall maintain its FPRA, FPRR, and/or Audited Billing Rates and submit any updates
H.6.5	Earned Value Management System (EVMS)	The Contractor shall maintain its EVMS ANSI/EIA Standard-748 and submit any updates
H.6.6	ISO 9001:2008 Certification	The Contractor shall maintain its ISO 9001:2015 Certification and submit any updates
H.6.7	ISO/IEC 27001:2013 Certification	The Contractor shall maintain its ISO/IEC 27001:2013 Certification and submit any updates
H.7	Cost Accounting Standards (CAS)	The Contractor shall maintain CAS compliance and submit updates to the current status
H.8	Meaningful Relationship Commitment Letter (MRCL)	The Contractor shall honor the commitments contained in all MRCLs
H.9	Professional Employee Compensation Plan	The Contractor shall maintain its professional employee compensation plan and submit any updates
H.10	Uncompensated Overtime Policy	The Contractor shall maintain their uncompensated overtime policy and submit any updates
H.15	Meetings	The Contractor Key Personnel shall attend and actively participate in all meetings, including all PMR meetings
H.17	Contractor HCaTS Webpage	The Contractor shall maintain an HCaTS webpage that meets the minimum webpage requirements
H.19	Minimum Task Order Awards or Estimated Value	Starting from the date of the HCaTS Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards, or a total task order estimated value of $1.5M (total estimated

		value of all task orders inclusive of all options), or show a good faith effort in responding to competitive solicitations prior to the exercise of Option I under HCaTS
H.21	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.21

(END OF SECTION F)
PART I: THE SCHEDULE
SECTION G: CONTRACT ADMINISTRATION DATA

G.1 BACKGROUND

This section provides roles, responsibilities, and contract administration requirements for the Human Capital and Training Solutions (HCaTS) contracts and each task order placed under HCaTS contracts. Terms and conditions and other requirements regarding contract administration may be designated by the Ordering Contracting Officer (OCO) at the task order level.

G.2 ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of Key Personnel for HCaTS will be maintained on the official HCaTS website at *http://gsa.gov/hcats*.

G.2.1 PROGRAM MANAGER (PM)

The HCaTS PM is a Government official who performs various programmatic functions for the overall success of HCaTS.

G.2.2 CONTRACTING OFFICER (CO)

The HCaTS CO is the sole and exclusive Government official with actual authority to administer and modify the terms and conditions of HCaTS contracts, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the HCaTS terms and conditions. In addition, the HCaTS CO makes all final decisions pertaining to within scope determination requests.

The HCaTS CO may delegate routine administrative functions to an authorized HCaTS representative.

G.2.3 OMBUDSMAN

Subject to *GSAR 552.216-74*, GSA designates an Ombudsman for HCaTS. For the purposes of

HCaTS, there are two primary duties of the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of HCaTS, and (2) To review an HCaTS CO decision to place a Contractor in Dormant Status and/or Off-Ramp them from the contract vehicle (see Sections H.25 and Section H.26).

G.2.4 ORDERING CONTRACTING OFFICER (OCO)

For purposes of HCaTS, eligible users are identified as OCOs. Only an authorized user, who is a delegated OCO, may solicit, award, and administer a task order under HCaTS contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal government, as defined in *FAR Section 2.101* or an eligible user as prescribed in GSA Order *ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services*, in good standing, shall have received a Delegation of Procurement Authority (DPA) from the HCaTS CO or HCaTS representative that is delegated by the HCaTS CO to issue DPAs.

The OCO for each task order is the sole and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under HCaTS contracts.

The OCO is encouraged to contact the HCaTS CO or HCaTS PM for any HCaTS-related assistance including, but not limited to, the following:

1. Training on HCaTS and ordering procedures, and
2. Task order scope compliance under HCaTS, and
3. Task order solicitation development, and
4. Assistance on disputes, claims, or protests under HCaTS, and
5. Contractor performance under HCaTS.

The OCO's duties include, but are not limited to:

1. Requesting and receiving a DPA prior to soliciting and awarding a task order under HCaTS, and
2. Complying with the terms and conditions of HCaTS (see Section H.3), and
3. Complying with the procedures outlined in *FAR Subpart 19.4*, and
4. Complying with the ordering procedures outlined in *FAR Section 16.505*, and other agency-specific regulatory supplements, and
5. Issuing task order solicitations under the proper NAICS Code and corresponding HCaTS Contract Number (see Section H.4), and

6. Allowing a reasonable time for fair opportunity proposal submission, and

7. Resolving any performance issues, disputes, claims or protests at the task order level, and

8. Responding to all Freedom of Information Act (FOIA) requests at the task order level, and

9. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by Federal agencies that do not require the use of CPARS, and

10. Closing out task orders in a timely manner.

G.2.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The HCaTS CO, and OCOs for each task order, may designate a COR(s) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR for each contract and task order shall be described in writing, with copies furnished to the Contractor as prescribed in *FAR Paragraph 1.602-2(d)*. A COR has no actual, apparent, or implied authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

G.2.6 CONTRACTOR KEY PERSONNEL

The Contractor shall assign a Corporate HCaTS Program Manager (CHPM) and Corporate HCaTS Contract Manager (CHCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues, perform administrative duties, and other functions that may arise relating to HCaTS contracts and task orders solicited and awarded under HCaTS contracts.

Additional Contractor Key Personnel requirements may be designated by the OCO at the task order level.

There are no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the HCaTS CO has current point-of-contact information for both the CHPM and CHCM. The Contractor Key Personnel are considered essential to HCaTS. Prior to substituting, removing, replacing, or diverting any Contractor Key Personnel, the Contractor shall notify the HCaTS CO 15 business days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the

impact to HCaTS. No change in Contractor Key Personnel shall be made by the Contractor without the prior written consent of the HCaTS CO. However, in urgent situations, as determined or agreed to by the HCaTS CO, an oral request to substitute Contractor Key Personnel may be approved and subsequently ratified by the HCaTS CO in writing. Such ratification shall constitute the consent of the HCaTS CO required by this paragraph. The HCaTS CO will notify the Contractor within ten business days after receipt of all required information of the decision on the substitution(s).

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel shall be billed to the HCaTS Program Management Office (HCaTS PMO).

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status and/or Off-Ramping (see Sections H.25 and H.26).

G.2.6.1 CORPORATE HCATS PROGRAM MANAGER (CHPM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS, including a CHPM to represent the company in all HCaTS program-related matters.

The CHPM duties include, but are not limited to:

1. Advising and assisting current and potential HCaTS customers regarding the technical scope of HCaTS and the overall attributes of HCaTS, and

2. Promoting customer use of HCaTS, and

3. Being ultimately responsible for ensuring that all reporting information required under HCaTS is provided accurately, thoroughly and timely, and

4. Being ultimately responsible for all performance issues related to their HCaTS contract and task orders awarded under their HCaTS contract, and

5. Attending all HCaTS Program Management Review (PMR) meetings and other HCaTS meetings as scheduled.

G.2.6.2 CORPORATE HCATS CONTRACT MANAGER (CHCM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS, including a CHCM to represent the company in all HCaTS contract-related matters.

The CHCM duties include, but are not limited to:

1. Verifying that the OCO soliciting or awarding a task order solicitation under HCaTS has an HCaTS DPA. Verification can be provided by the HCaTS CO, HCaTS PM, or duly authorized representative, and

2. Ensuring the company's task order awards under their HCaTS contract are contractually in compliance with HCaTS (see Section H.3), and

3. Ensuring all data within the Contract Payment Reporting Module (CPRM) is current, accurate, and complete (see Section G.3.2), and

4. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.5, are maintained, and

5. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously, and

6. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely, and

7. Attending all HCaTS Program Management Review (PMR) meetings and other HCaTS meetings as scheduled.

G.3 CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for HCaTS contracts and task orders awarded under HCaTS contracts. The CHCM shall be the primary point-of-contact for these requirements.

Failure to meet administrative requirements may result in activation of Dormant Status and/or Off-Ramping (see Sections H.25 and H.26).

G.3.1 CONTRACT ACCESS FEE (CAF)

Total CAF remittance for each task order is calculated as follows:

Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.

In response to all task order solicitations, regardless of contract type, the Contractor shall always propose a CAF rate of 2% of the total fixed-price or total estimated costs, including options. The total CAF amount shall be proposed as a separate and distinct Contract Line Item Number (CLIN) for the base year(s) and each option period (if applicable).

The OCO shall establish a separate and distinct CAF CLIN in all task order awards for the base year(s) and each option period (if applicable).

The actual dollar amount to be billed to the customer upon task order award will depend upon

the total HCaTS business volume with the customer or whether the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the HCaTS PMO.

If a customer organization has a CAF rate that is less than 2% for a specific task order award, the HCaTS PMO will notify the Contractor of the proper CAF rate to bill the customer. No later than January 15th of each calendar year, the HCaTS PMO will notify the Contractor if there are any changes to the CAF rate.

NOTE: See Section G.3.2.4 for CAF remittance instructions.

G.3.2 CONTRACT PAYMENT REPORTING MODULE (CPRM)

The specific system for all task order award, modification, invoice, and CAF payment data will be electronically through the CPRM located within GSA's Enterprise Data Warehouse (EDW).

G.3.2.1 TASK ORDER AWARD DATA

The Contractor shall report all task order award data within 30 calendar days of award.

Regardless of contract type, all task order award data shall include:

1. HCaTS Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Task Order Description (i.e., Type of Professional Services Project), and
4. Government-Site, Contractor-Site, or both, and
5. Predominant Contract Type (e.g., FFP, FP EPA, CPIF, CPAF, T&M, L-H, etc.), and
6. Task Order NAICS Code, and
7. Task Order PSC Code, and
8. Customer OCO Name, Phone Number, and Email Address, and
9. Federal Agency Name and Full Address, and
10. Federal Agency Code and Bureau Code, and
11. Initial Ordering Period, and
12. Award Date, and
13. Contract Line Item Numbers (CLINs) of the task order. (If the task order does not establish CLINs, the Contractor shall input CLIN Number 9999 as a single CLIN for all

billing), and

14. Contract Type for each CLIN, and

15. An electronic copy of the complete task order solicitation issued by the OCO, and

16. An electronic copy of the complete task order awarded by the OCO.

G.3.2.1.1 FIXED PRICE AWARD DATA

In addition to the data required under Section G.3.2.1, all Fixed Price award data shall also include:

1. Initial obligated/funded amount, and

2. Total Firm-Fixed Price, including the base and all option periods by CLIN Number, and

3. Initial Maximum Incentive or Award Fee, if applicable.

G.3.2.1.2 COST REIMBURSEMENT AWARD DATA

In addition to the data required under Section G.3.2.1, all Cost Reimbursement award data shall also include:

1. Initial obligated/funded amount, and

2. Total estimated cost, including the base and all option periods by CLIN Number, and

3. Fixed Fee, if applicable, and

4. Initial Incentive or Award Fee, if applicable.

G.3.2.1.3 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) AWARD DATA

In addition to the data required under Section G.3.2.1, all T&M and L-H award data shall also include:

1. Initial obligated/funded amount, and

2. Total task order ceiling, including the base and all option periods by CLIN Number, and

3. Awarded labor categories and Standard Occupational Classification (SOC) numbers, and

4. The loaded hourly labor rate and hours by each corresponding HCaTS labor category, for the base and all option periods, and

5. The loaded hourly labor rate and hours by each Specialized Professional Services Labor, Service Contract Act Labor, or OCONUS Labor, including a title and description of the labor category, if applicable, for the base and all option periods.

G.3.2.2 TASK ORDER MODIFICATION DATA

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification, excluding modifications issued through GSA's EDW. Modification data issued through GSA's EDW will automatically populate into the CPRM.

Modification data shall include:

1. HCaTS Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Modification Number, and
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order), and
5. OCO Point of Contact (Name, Phone Number, Email Address), and
6. Modification Ordering Period (do not change the initial start date of the task order), and
7. Modification Date, and
8. Modification obligated/funded amount allocated to the applicable Contract Line Item Numbers (CLINs), and
9. An electronic copy of the complete modification awarded by an OCO.

G.3.2.3 INVOICE DATA

The Contractor shall report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through GSA's EDW. If no invoice data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the CPRM system for that particular task order.

Regardless of contract type, the Contractor shall report the following:

1. HCaTS Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Contractor Invoice Number, and

4. Date Invoice Paid, and

5. Amount of invoice that was subcontracted, and

6. Amount of invoice that was subcontracted to a small business, and

7. For each contract type, the Contractor shall report as follows:

    a. Fixed Price task orders: Total Amount Paid (Lump Sum) by Contract Line Item Number (CLIN), and

    b. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN, and

    c. Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category.

G.3.2.4 CONTRACT ACCESS FEE (CAF) PAYMENT DATA

The Contractor shall remit the CAF in U.S. dollars to the HCaTS PMO within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

CALENDAR QUARTERS	CAF DUE DATE
1ST Quarter (January 1-March 31)	April 30th
2nd Quarter (April 1-June 30)	July 30th
3rd Quarter (July 1-September 30)	October 30th
4th Quarter (October 1-December 31)	January 30th

Where the CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment, including the consolidation of the CAF across all awarded Pools.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of *FAR Subpart 32.6*. In addition, the Government may exercise all rights under the *Debt Collection Improvement Act of 1996*, including withholding or off-setting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the HCaTS PMO to Off-Ramp the Contractor (see Section H.26).

CAF Payment Data shall include:

1. Trace Number, and

2. Total Remitted Amount, and
3. Remit Date, and
4. Amount applied to each Task Order Number (for the reported payment).

Contractors are encouraged to submit CAF payments via *<https://pay.gov/public/home>*.

G.3.2.5 CLOSEOUT DATA

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order.

This data shall include:

1. Final Task Order Dollar Value, and
2. Cumulative Invoiced Amount, and
3. Total CAF Amount Paid, and
4. CAF Balance Owed, and
5. Final Invoice Paid (Y/N), and
6. Release of Claims Date, and
7. Pending Actions Preventing Close-out

G.3.3 SUBCONTRACTING PLAN

A small business concern, as defined in *FAR Section 2.101*, is not required to have a subcontracting plan. For other than small business concerns, the Offeror shall have a subcontracting plan.

The Contractor shall comply with the Contractor's Subcontracting Plan, incorporated into the HCaTS contract by reference, to ensure that small businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HUBZone Small Businesses (HUBZone SB), Veteran-Owned Small Businesses (VOSB), and Service-Disabled Veteran-Owned Small Businesses (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

As stated in *15 U.S.C. 637(d)(9)*, any Contractor or Subcontractor failing to comply in good faith with the requirements of the Subcontracting Plan is in material breach of its contract. Further, *15 U.S.C. 637(d)(4)(F)* directs that a Contractor's failure to make a good faith effort to comply with the requirements of the Subcontracting Plan may result in the imposition of liquidated damages.

The HCaTS PMO requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for HCaTS contracts. The Contractor retains responsibility for Subcontractor's performance and shall be accountable for their performance. The Contractor agrees to ensure that a Subcontractor agrees to the same restrictions, terms and conditions that apply in the HCaTS contract and implements reasonable safeguards to protect Government-furnished property and information.

The Subcontracting Plan covers the HCaTS program as a whole; however, the Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) per HCaTS contract using the web-based eSRS at http://www.esrs.gov.

Affiliates of the Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

Contractors are required to adhere to their subcontracting plan, incorporated into the contract by reference. When a Contractor does not meet any one or more of their subcontracting goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR/SSR.

NOTE: If a Contractor represented that it was a small business concern prior to award and its size status subsequently changes to other than small business concern based on re-representation as prescribed in *FAR 52.219-28*, the Contractor shall submit to the HCaTS CO its subcontracting plan for review in accordance with *FAR 52.219-9*. The subcontracting plan shall be incorporated in the contract.

G.3.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship, record of forecasting and controlling costs, adherence to contract schedules, including the administrative aspects of performance, history of reasonable and cooperative behavior and commitment to customer satisfaction, reporting into required databases, record of integrity and business ethics, and business-like concern for the interest of the customer.

The HCaTS PMO requires use of the CPARS modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both HCaTS contracts and task orders awarded under HCaTS contracts. However, if a Federal agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The CHCM shall serve as a primary point-of-contact, who will be authorized access to the

evaluation for review and comment for HCaTS contracts and task orders awarded under HCaTS contracts. The CHCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the HCaTS CO for HCaTS.

In addition, the CHCM shall be required to identify an alternate contact that will be responsible for notifying the HCaTS CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.4.1 HCATS CPARS

The HCaTS CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 calendar days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

G.3.4.2 TASK ORDER CPARS

The HCaTS CO does not administer or evaluate task order performance. It is the sole responsibility of OCOs to evaluate each task order exceeding the micro-purchase threshold under HCaTS using the process and criteria in CPARS or an alternative past performance assessment reporting system. OCOs shall use CPARS for task orders awarded under HCaTS unless otherwise mandated by their Federal agency to utilize past performance systems other than CPARS.

At a minimum, the OCO shall be responsible for evaluating final Contractor performance upon task order completion. Interim performance evaluations may be conducted as prescribed by the Federal agency's procedures on any task order with a period of performance exceeding one year.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the task order file, and may be used by Federal agencies to support future award decisions.

G.3.5 INSURANCE

The insurance coverage specified in *FAR Subsection 28.307-2* is the minimum insurance requirement for HCaTS. Insurance coverage applies to the HCaTS Program as a whole (i.e., this requirement is cumulative across all Pools the Contractor has been awarded an HCaTS contract

under).

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under an HCaTS contract. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in *FAR Subsection 28.307-2* 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 shall maintain the minimum insurance coverage for the entire term of HCaTS. The Contractor shall notify the HCaTS CO and designated OCO(s) 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 ACORD Form, *Certificate of Liability Insurance*, as applicable.

The HCaTS website will maintain a record of each Contractor's status of insurance coverage for the OCOs. Only those Contractors that meet the insurance coverage requirements on task order solicitations shall be eligible to compete.

G.3.6 MERGERS, ACQUISITIONS, NOVATIONS AND CHANGE-OF-NAME AGREEMENTS

If a Contractor merges, is acquired or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the HCaTS CO, the Contractor shall notify the HCaTS CO and provide a copy of the novation or other agreement that changes the status of the Contractor. This notification, if applicable, applies once, sent to the HCaTS CO, and not for each HCaTS contract.

G.3.7 RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in *FAR Part 9* to continue performance under HCaTS.

Subject to *FAR 52.209-9*, the Contractor shall update the information in FAPIIS on a semi-annual basis, throughout the term of HCaTS.

G.3.8 VETS-100A REPORTS

Subject to *FAR Subpart 22.13*, *FAR 52.222-37* and the *Vietnam Era Veterans' Readjustment Assistance Act of 1972 (VEVRAA)*, Contractors and Subcontractors shall report annually to the Department of Labor the number of employees in their workforces and any new hires, by job category and hiring location, who are qualified covered veterans during the reporting period.

Contractors shall submit a VETS-100A report annually to the DOL VETS-100A website and provide confirmation to the HCaTS CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. This report applies to the HCaTS Program as a

whole, sent to the DOL VETS-100A website and HCaTS CO, and not for each HCaTS contract.

G.3.9 FSRS REPORTS

Subject to *FAR 52.204-10*, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Subaward Report by the end of the month following the month in which the Prime Contractor awards any subcontract with a value of $25,000 or more, into the FFATA Subaward Reporting System (FSRS). This report applies for each HCaTS contract.

G.3.10 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION

Subject to *FAR 52.219-28*, if a Contractor represented that it was a small business concern prior to award the Contractor shall re-represent its size status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement, or
2. Within 30 days after a merger or acquisition that does not require a novation, or
3. Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (see Section H.4).

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the representation by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the HCaTS CO in writing within the timeframes prescribed above that the data have been validated or updated, and provide the date of the validation or update.

G.4 HCATS AND TASK ORDER CLOSEOUTS

HCaTS will be closed out upon the close-out of all task orders awarded under HCaTS contracts and all CAF fees submitted.

The OCO is responsible for closing out their task orders under HCaTS. Task order closeout will be accomplished within the procedures set forth in *FAR Parts 4* and *42*, and other agency-specific regulatory supplements.

For cost reimbursement and time-and-material task orders, the OCO is encouraged to utilize *FAR Section 42.708* to the maximum extent practicable. The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the task order is physically complete and the amount of unsettled indirect cost to be allocated to the task order is relatively insignificant. A determination of final indirect costs under quick-closeout

procedures shall be final for the task order it covers and no adjustment shall be made to other task orders for over- or under-recoveries of costs allocated or allocable to the task order covered by the agreement. Once agreement for quick-closeout is reached on an individual task order, a bilateral modification will be issued to close out the task order.

The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination. The Contractor shall report all task order closeouts in the CPRM (see Section G.3.2.5).

G.5 OPTION DETERMINATION

After the initial ordering period of five years, the HCaTS PMO has included one five-year option to extend the ordering period of the HCaTS contracts in order to demonstrate the value the HCaTS PMO places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds the HCaTS PMO's quality performance expectations. In recognition of exceptional contract and task order performance of a particular Contractor during their initial five-year term of performance, the HCaTS PMO will consider exercising a Contractor's Option 1 for an additional five years. The HCaTS CO will exercise Option 1 in accordance with *FAR 52.217-9*.

If necessary, the HCaTS PMO has also included one six-month option to extend the ordering period of HCaTS contracts in accordance with *FAR 52.217-8*.

The option determination for each Contractor will be based on:

1. *FAR Section 17.207* for exercising the option, and

2. The overall quality of the Contractor's past performance under the HCaTS contract and task orders awarded against the HCaTS contract, and

3. Meeting the deliverable and compliance standards, and

4. Maintaining a strategic partnership between HCaTS Contractors, HCaTS PMO, Government personnel, and Federal customers to identify and achieve reciprocal goals.

(END OF SECTION G)
PART I: THE SCHEDULE
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 BACKGROUND

This section provides special contract requirements for Human Capital and Training Solutions (HCaTS) and each task order placed under HCaTS contracts for the most effective and efficient streamlined ordering processes for Federal agencies and to facilitate the overall quality and

success of customized training and development services, customized human capital strategy services, and customized organizational performance improvement services solutions.

Additional non-conflicting terms and conditions and other requirements regarding special contract requirements may be designated by the Ordering Contracting Officer (OCO) at the task order level.

H.2 OBSERVANCE OF FEDERAL HOLIDAYS

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders.

The Government observes the following days as holidays:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

In addition to the days designated as holidays, the Federal government may also observe any day designated by Federal Statute, Executive Order or Presidential Proclamation.

Notwithstanding holidays and Federal government closures, the Contractor shall perform in accordance with the terms and conditions established in HCaTS contracts and associated task orders.

H.3 ORDERING PROCEDURES

All task orders under HCaTS contracts shall:

1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (DPA) (see Section G.2.4), and

2. Be within the scope of Section C and all other terms and conditions of the HCaTS contract, and

3. Identify the HCaTS labor categories and Standard Occupational Classifications (see Section B.2.1 and Attachment J.1 {Standardized Labor Categories}), and

4. Be solicited and awarded under the proper NAICS Code and corresponding Contract

Number (see Section H.4), and

5. Identify the proper Product Service Code (see Section H.5), and

6. Comply with the ordering procedures in *FAR Section 16.505* and other applicable agency-specific regulatory supplements.

The OCO shall tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. The OCO is also encouraged to take into consideration the current version of the Human Capital Assessment and Accountability Framework (HCAAF) when defining the scope of their task order.

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The Office of Management and Budget's (OMB) NAICS is a coding system for classifying where services are performed by type of economic activity in order to analyze economic data and promote uniformity in describing the economy.

The Small Business Administration (SBA) assigns a business size standard to each NAICS Code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA in order to qualify for small business socio-economic programs.

NAICS Codes and small business size standards are periodically updated and revised by the SBA. If the SBA revises NAICS Code(s) and small business size standard(s) that are within the scope of HCaTS during the term of HCaTS, the HCaTS CO may need to update the contracts to reflect the updated NAICS Code(s) and small business size standard(s).

H.4.1 HCATS NAICS CODES

HCaTS is comprised of two separate Government-Wide Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span eight NAICS Codes.

NAICS Codes are grouped into two separate Pools based on two separate small business size standards ($11M and $15M). Each Pool will have multiple IDIQ task order contracts under it. All NAICS Codes within a given Pool can be used to represent the predominant NAICS Code for any given task order solicited and awarded under an HCaTS contract.

The table below identifies all HCaTS Pool 1 NAICS Code assignments. The predominant NAICS Code for Pool 1 is shown in bold underline:

POOL 1: $11M SMALL BUSINESS SIZE STANDARD

NAICS CODE	NAICS TITLE
611430	**Professional and Management Development Training**
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services

NOTE: Definitions for each NAICS Title can be found at http://www.census.gov/cgi-bin/sssd/naics/naicsrch

Due to Federal Procurement Data System-Next Generation (FPDS-NG) system limitations, there can be only one NAICS Code assigned to a contract in FPDS-NG. HCaTS contracts in Pool 1 will be assigned the predominant NAICS Code in FPDS-NG.

H.4.2 PREDOMINANT TASK ORDER NAICS CODE DETERMINATION

The OCO is responsible for determining which predominant NAICS Code applies to a task order solicitation, whether or not the task order is unrestricted or set-aside, including the type of socio-economic set-aside, if applicable, and whether or not the solicitation is sole-source or competitive. The OCO shall identify the NAICS Code Number, Title, Business Size Standard, and corresponding Pool in the task order solicitation and report the NAICS Code in the FPDS-NG system.

The NAICS Code selected and its corresponding small business size standard will determine which corresponding Pool will be solicited in accordance with Section H.4.2 (Predominant Task Order NAICS Code Determination). Each Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards.

Example 1: A task order is solicited under NAICS Code 611430. NAICS Code 611430 is specific to Pool 1. Only those Contractors awarded an HCaTS contract under Pool 1 would be eligible to receive a task order solicitation under NAICS Code 611430.

Once a NAICS Code is selected by the OCO, the OCO shall provide fair opportunity to all Contractors under the corresponding Pool for solicitation purposes, unless an exception to fair opportunity has been properly executed. Ordering procedures in *FAR Section 16.505* apply. If the solicitation could be classified in two or more NAICS Codes with different size standards, the OCO shall apply the NAICS Code and corresponding size standard for the industry accounting for the greatest percentage of anticipated task order dollar value.

Due to FPDS-NG system limitations, the NAICS Code shown in FPDS-NG for any task order will default to that Pool's predominant NAICS Code as all HCaTS contracts will be assigned the predominant NAICS Code for that Pool.

H.5 PRODUCT SERVICE CODE (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the Federal government for each task order award reported in FPDS-NG.

The scope of HCaTS spans across many PSCs; however, the predominant PSC selected must be

based on the predominant service that is being purchased.

The Contract Payment Reporting Module (CPRM) reporting system facilitates compliance with proper PSC reporting for all Federal agencies, including DoD's taxonomy for the acquisition of services that maps PSCs into six separate Portfolio Groups, such as: Knowledge Based Services; Facility Related Services; Transportation Services; Medical Services, Electronics & Communication Services; and, Equipment Related Services.

The OCO shall identify the PSC in the task order solicitation and report the PSC in FPDS-NG.

The Contractor shall enter the PSC in the CPRM for each task order award.

H.6 ACCREDITATIONS

All accreditations are optional; however, Contractors are encouraged to acquire these accreditations. Furthermore, Contractors without an accounting system that have been determined adequate by the HCaTS CO, are prohibited from competing for and being awarded cost reimbursable task order awards. Compliance with the Cost Accounting Standards (CAS) are mandatory unless covered by exemption under *48 CFR 9903.201-1* and *48 CFR 9903.201-2*.

The Contractor shall maintain throughout the ordering period of its HCaTS contract, at a minimum, the accreditation at time of contract award or when obtained, whichever is earlier. For example, if a Contractor's proposal included an ISO 9001:2008 or ISO 9001:2015 Certification and made a part of contract award, then the Contractor shall maintain an ISO 9001:2008 or ISO 9001:2015 certification for the duration of the HCaTS ordering period. If the Contractor's adequate accounting system, acceptable estimating system, approved purchasing system, Earned Value Management System (EVMS), Forward Price Rate Agreement (FPRA), Forward Price Rate Recommendation (FPRR), and/or audited billing rates expires, the HCaTS PMO may request the accreditation be audited; however, the HCaTS PMO is not obligated to request an audit. In the event that a Contractor's accreditation expires as a result of the HCaTS PMO not requesting an audit, the Contractor will not be placed in Dormant Status or Off-Ramped (see Sections H.25 and H.26).

Failure to meet the following deliverables, reports, or compliance standards and *FAR 52.204-15* may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (see Sections H.25 and H.26).

An award matrix will be published in the HCaTS PMO website publicizing which accreditations Contractors incorporated in their contract. Inclusion of Contractors accreditation information in the matrix shall be optional at the Contractor's discretion, however, the HCaTS PMO strongly encourages participation by the Contractor as a means to facilitate effective market research by OCOs where task order requirements necessitate specific accreditation(s).

H.6.1 ADEQUATE ACCOUNTING SYSTEM

An adequate accounting system is a system that is approved by the HCaTS CO, in consultation

with the Defense Contract Audit Agency (DCAA) or a Cognizant Federal Agency (CFA) other than DCAA and provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

An adequate accounting system is optional. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its adequate accounting system and provide the reason(s) for the change and copies of audit reports, as applicable.

Only those Contractors that maintain an adequate accounting system, as approved by the HCaTS CO, shall be eligible for cost reimbursable task order awards.

H.6.1.1 POST-AWARD ADEQUACY DETERMINATIONS

Any Contractor electing to opt in for cost reimbursement task order participation shall be subject to an adequacy review of its accounting system. This review may include, but shall not be limited to, any of the following: request and review of existing accounting system audits, prior Cognizant Federal Agency (CFA) determination reviews, and/or initiation of an audit by the HCaTS PMO. Adequacy determinations shall be made by the HCaTS CO at its unilateral discretion after initial contract award and shall be approved prior to Contractor participation in cost reimbursement task order solicitations. The HCaTS PMO will notify Contractors on the procedures to request an audit at such time.

H.6.2 ACCEPTABLE ESTIMATING SYSTEM

An acceptable estimating system is a system that is audited by the Defense Contract Management Agency (DCMA) or any Cognizant Federal Agency (CFA) other than DCMA, that includes policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

An acceptable estimating system means an estimating system that is:

1. Maintained, reliable, and consistently applied, and

2. Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices, and

3. Is consistent with and integrated with the Contractor's related management systems, and

4. Is subject to applicable financial control systems.

An acceptable estimating system is not mandatory; however, Contractors are encouraged to have an acceptable estimating system audited by DCMA or any CFA for the entire ordering period of their HCaTS contract. If the Contractor's contract is inclusive of an acceptable estimating system, the Contractor shall maintain it for the rest of the ordering period. The Contractor shall

notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its estimating system and provide the reason(s) for the change and copies of audit reports, as applicable.

H.6.3 APPROVED PURCHASING SYSTEM

An approved purchasing system means the Contractor's purchasing system has been audited under a Contractor Purchasing System Review (CPSR) for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting.

Advance notification requirements for subcontracting and consent to subcontract are not required when a Contractor has an approved purchasing system unless otherwise requested by the OCO on an individual task order with no subcontracting possibilities or for commercial items acquired under *FAR Part 12*.

An approved purchasing system is not mandatory; however, Contractors are encouraged to have a purchasing system audited by DCMA or any CFA other than DCMA for the entire ordering period of its HCaTS contract. If the Contractor's contract is inclusive of an approved purchasing system, the Contractor shall maintain it for the rest of the ordering period.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its approved purchasing system and provide the reason(s) for the change and copies of CPSR reports, as applicable.

H.6.4 FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES

Billing rates and final indirect cost rates may be used in reimbursing indirect costs under cost reimbursement task orders and in determining progress payments under fixed-price task orders.

An FPRA means a written agreement to make certain rates available during a specified period for use in pricing contracts or modifications. These rates represent reasonable projections of specific costs that are not easily estimated for, identified with, or generated by a specific contract, contract end item, or task. These projections may include rates for such things as direct labor, indirect costs, material obsolescence and usage, and material handling.

An FPRR means a set of rates and factors unilaterally established by the Administrative Contracting Officer (ACO) for use by the Government in negotiations or other contract actions when forward pricing rate agreement negotiations have not been completed or when the Contractor will not agree to a forward pricing rate agreement.

Audited Billing Rates means an indirect cost rate established temporarily for interim reimbursement of incurred indirect costs and adjusted as necessary pending establishment of final indirect cost rates.

For Time-and-Material, Labor-Hour, and Cost Reimbursement (all types) task orders solicited and awarded under HCATS contracts, Contractors are encouraged to execute an FPRA or Audited Billing Rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

An FPRA, FPRR and Audited Billing Rates are not mandatory; however, Contractors are encouraged to have one of them audited by DCAA, DCMA or any other CFA other than DCAA or DCMA for the entire ordering period of their HCaTS contract. If the Contractor's contract is inclusive of an FPRA, FPRR, or Audited Billing Rates, the Contractor shall maintain it for the rest of the ordering period.

The Contractor shall notify the HCATS CO and designated OCO for affected task orders, in writing, if there are any changes in the status of its FPRA, FPRR, or Audited Billing Rates and provide the reason(s) for the change and copies of audit reports, as applicable.

The actual FPRA, FPRR, and Audited Billing Rates will not be disclosed on the HCATS website.

Only the OCO shall have access to this information upon request.

H.6.5 EARNED VALUE MANAGEMENT SYSTEM (EVMS)

An EVMS means a project management tool that effectively integrates the project scope of work with cost, schedule and performance elements for optimum project planning and control. The qualities and operating characteristics of EVMS for HCaTS are prescribed in American National Standards Institute/Electronics Industries Alliance (ANSI/EIA) Standard-748.

An EVMS is not mandatory; however, Contractors are encouraged to have an EVMS during the entire ordering period of their HCaTS contract. If the Contractor's contract is inclusive of an EVMS, the Contractor shall maintain it for the rest of the ordering period. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its EVMS and provide the reason(s) for the change and copies of the associated documentation, as applicable. If only part of a Contractor's organization has an EVMS, the Contractor shall make the distinction between which business units or sites and geographic locations have is compliant.

H.6.6 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9001:2008 CERTIFICATION

The ISO 9001:2008 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customers' requirements as well as statutory and regulatory requirements.

An ISO 9001:2008 Certification is not mandatory; however, Contractors are encouraged to have ISO 9001:2008 Certification during the entire ordering period of their HCaTS contract. If the

Contractor's contract is inclusive of an ISO 9001:2008 Certification, the Contractor shall maintain it for the rest of the ordering period. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its ISO 9001:2008 Certification and provide the reason(s) for the change and copies of audits from an ISO 9001:2008 Certification Body, as applicable. If only part of a Contractor's organization is ISO 9001:2008 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

NOTE: In September 2015, ISO 9001:2015 will be released and will be accepted in place of ISO 9001:2008. ISO 9001:2008 will continue to be accepted after the release of ISO 9001:2015 as long as the certification is still valid.

H.6.7 INTERNATIONAL ORGANIZATION OF STANDARDIZATION/INTERNATIONAL ELECTROTECHNICAL COMMISSION (ISO/IEC) 27001:2013 CERTIFICATION

The ISO/IEC 27001:2013 Certification specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organization.

An ISO/IEC 27001:2013 Certification is not mandatory; however, Contractors are encouraged to have ISO/IEC 27001:2013 Certification during the entire ordering period of their HCaTS contract. If the Contractor's contract is inclusive of an ISO 27001:2013 Certification, the Contractor shall maintain it for the rest of the ordering period. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its ISO/IEC 27001:2013 Certification and provide the reason(s) for the change and copies of audits from an ISO/IEC 27001:2013 Certification Body, as applicable. If only part of a Contractor's organization is ISO/IEC 27001:2013 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.7 COST ACCOUNTING STANDARDS (CAS)

The CAS are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for Contractors to disclose in writing and follow consistently their cost accounting practices.

The Contractor and its Subcontractors may be subject to "full" CAS coverage which requires all 19 standards, "modified" CAS coverage which requires Standards 401, 402, 405, and 406, or be "exempt" from CAS coverage under *48 CFR 9903.201-1* and *48 CFR 9903.201-2*. Also, a Contractor under "full" coverage is not subject to a standard where it does not apply.

When a Contractor is subject to CAS, the Contractor shall comply with CAS coverage for task orders awarded under its HCaTS contract.

When a Contractor is subject to CAS, the Contractor shall maintain CAS compliance by DCAA

or any other CFA other than DCAA for the entire ordering period of its HCaTS contract. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes to its CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes, and provide the reason(s) for the change and copies of audit reports, as applicable.

CAS does not apply to task orders and subcontracts for the acquisition of commercial items under *FAR Part 12* or when task orders and subcontracts are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

H.8 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL)

If applicable, an MRCL establishes the relationship and commitments of performance for Contractors who share accreditations from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor shall maintain and honor each MRCL for the entire ordering period of its HCaTS contract. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its internal corporate relationships or commitments and provide the reason(s) for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the HCaTS contract and the HCaTS PMO will provide MRCLs to the OCO upon request.

H.9 PROFESSIONAL EMPLOYEE COMPENSATION PLAN

The Government is concerned with the quality and stability of the work force to be employed on an HCaTS contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

The Contractor's professional employee compensation plan is incorporated by reference and made a part of the HCaTS contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of their professional employee compensation plan and provide the reason(s) for the change and copies of the new professional employee compensation plan, as applicable.

H.10 UNCOMPENSATED OVERTIME POLICY

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick

leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

Task Orders may be subject to *FAR 52.237-10* when services to be required are on the basis of the number of hours to be provided. When *FAR 52.237-10* applies and the services to be required are on the basis of the number of hours to be provided, the labor rate charged to the Government shall be adjusted accordingly for the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. For example, if a salaried exempt Editor works a standard 80-hour, two-week pay period and receives $2,000.00 in gross salary during that period, the Editor's hourly rate would be $25.00 ($2,000.00/80=$25.00). If the Contractor's uncompensated overtime policy compensates the Editor up to ten hours beyond the 40 hours per week and the Editor works 120 hours during that period (60 hours each week), the Editor's adjusted hourly rate would be $20.00 ($2,000.00/100=$20.00). Since the Contractor will compensate the Editor for the 20 hours of additional hours worked during that period, the Contractor shall charge the Government the adjusted hourly rate of $20.00 instead of $25.00.

The Contractor's uncompensated overtime policy is incorporated by reference and made a part of the HCaTS contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its uncompensated overtime policy and provide the reason(s) for the change and copies of the new uncompensated overtime policy, as applicable.

H.11 SECURITY CLEARANCE REQUIREMENTS

The OCO shall tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge Federal agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order shall specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under its HCaTS contract.

H.11.1 FACILITY CLEARANCE LEVEL (FCL)

An FCL is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of

Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of an FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are no mandatory levels of facility security clearance for Contractors under their HCaTS contracts; however, task orders may require an FCL at any level.

H.11.2 EMPLOYEE SECURITY CLEARANCE

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employees' trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.11.3 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)

When a Contractor or their Subcontractors are required to have physical access to a Federally-controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement HSPD-12.

H.12 SUSTAINABILITY

HCaTS seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under *Executive Order 13514: Federal Leadership in Environmental, Energy and Economic Performance*, and its precursors, successors and related regulations.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies.

Sustainability disclosures can help OCOs understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies.

HCaTS encourages Contractors to provide the location(s) (Internet URL(s)) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor's HCaTS webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility {CSR} reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires.

These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the task order level.

H.13 PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to HCaTS task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark its proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

H.14 PARTNERING

The HCaTS PMO intends to encourage the foundation of a cohesive partnership between the HCaTS Contractors, HCaTS PMO, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms and conditions of HCaTS.

Failure to attend meetings, maintain an HCaTS webpage, or otherwise not comply with this section may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (see Sections H.25 and H.26).

H.15 MEETINGS

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, to meetings at various locations.

Meetings may be virtual, in-person at a Government facility, a commercial conference center, or a mutually agreed upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the term of HCaTS in order to assess performance against the goals and to reinforce partnering principles.

The HCaTS PMO may require up to four HCaTS Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for Contractors, HCaTS PMO, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address HCaTS fundamentals. Any Contractor costs associated to PMR meetings shall be at no direct cost to the Government.

H.16 HCATS PMO WEBSITE

The HCaTS PMO will establish an HCaTS PMO website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures of HCaTS and HCaTS SB.

The HCaTS PMO website will include, but not be limited to, the following:

1. General overview of the attributes of HCaTS and HCaTS SB, and
2. The HCaTS and HCaTS SB conformed contracts (Sections A through K), and
3. Government points-of-contacts (POCs) information (names, titles, phone numbers, and email addresses), and
4. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
5. List of contract numbers, company names by Pool and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO, and
6. Delegation of Procurement Authority (DPA) process for the OCO, and
7. HCaTS and HCaTS SB training and ordering guides, and
8. Sample procurement templates for the OCO, and
9. Scope review process for the OCO, and
10. Statistical information by Federal agency and Contractor, and

11. Links to other mandatory websites for reporting purposes or ordering procedures, and

12. List of Contractors not eligible for solicitations and awards due to Dormant Status or Off-Ramped, if necessary, and

13. Frequently asked questions.

H.17 CONTRACTOR HCATS WEBPAGE

Within 30 calendar days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the ordering period of its HCaTS contract and task orders awarded under its HCaTS contract. The Contractor shall make its HCaTS webpage *Rehabilitation Act Section 508* compliant.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide the awarded services under HCaTS.

At a minimum, this webpage shall include, but is not limited to, the following:

1. Link to the HCaTS PMO website, and

2. General overview of HCaTS, and

3. HCaTS-related marketing materials and news releases, and

4. Contractor capabilities for HCaTS, and

5. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and

6. The HCaTS conformed contract (Sections A through K) and all modifications issued within thirty (30) days in pdf, and

7. DUNS Number, and

8. Sustainability Disclosures, if any.

H.18 MARKETING

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under HCaTS.

The Contractor may develop company-specific HCaTS brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of HCaTS.

The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of HCaTS.

All marketing, promotional materials, and news releases in connection with HCaTS contracts or task order awards under HCaTS contracts, including information on the Contractor's HCaTS webpage, may be co-branded with marks owned or licensed by the Contractor and HCaTS PMO, as long as the Contractor complies with *GSAR Subsection 552.203-71*.

The Government reserves the right to review and approve any marketing, promotional materials, or news releases by a Contractor that is HCaTS-related, including information on the Contractor's HCaTS webpage.

H.19 MINIMUM TASK ORDER AWARDS OR ESTIMATED VALUE

Starting from the date of the HCaTS Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards; or, a total task order estimated value of $1.5M (total estimated value of all task orders inclusive of all options); or, show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) prior to the exercise of Option I under its HCaTS contract.

In the event a Contractor is On-Ramped after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is On-Ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of two task order awards or total task order estimated value of $1M, or show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I.

Failure to attain the expected number of task order awards, estimated value, or respond to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I may result in a Contractor being Off-Ramped (see Section H.26).

H.20 TRAINING AND PERMITS

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under its HCaTS contract. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are unique to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under HCaTS.

H.21 ETHICS AND CONDUCT

Personal services are not authorized under HCaTS. HCaTS is strictly for non-personal services, which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees shall conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in *FAR Part 3*, *GSAR Part 503* and other applicable agency-specific regulatory supplements.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (see Sections H.25 and H.26).

H.21.1 SUPERVISION

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under HCaTS and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under HCaTS. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with HCaTS, the Contractor shall ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work, and must not carry out any direction that violates the terms and conditions of HCaTS.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor shall notify the OCO and HCaTS CO immediately of this communication or action.

H.21.2 CONDUCT

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under HCaTS; conduct business other than that which is covered by HCaTS during periods funded by the Government; conduct business not directly related to HCaTS on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or, otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethics or conduct violation, the Contractor shall notify the OCO and HCaTS CO immediately of this communication or action.

H.21.3 CONFLICTS OF INTEREST

The guidelines and procedures of *FAR Part 3* and *GSAR Part 503*, and *FAR Subpart 9.5* and *GSAR Subpart 509.5*, will be used in identifying and resolving any issues of a conflict of interest under HCaTS. The FAR and other applicable agency-specific regulatory supplements will govern task orders awarded under HCaTS contracts.

Assuming no real or potential conflict of interest, a Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under HCaTS or HCaTS SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under HCaTS contracts.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under HCaTS which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an Employee/Contractor Non-Disclosure Agreement Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of its employees. The Contractor shall prohibit employees who have access to nonpublic information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or HCaTS CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.21.4 COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under HCaTS. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under HCaTS to accommodate the working environment, heeding any direction that may be provided by the OCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.22 GOVERNMENT PROPERTY

For task orders awarded under HCaTS contracts, Government property matters shall follow the same policies and procedures for Government property under *FAR Part 45* and other applicable agency-specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/ workstations used in daily operation in support of HCaTS. The Government will not modify facilities to accommodate contractor-owned equipment or supplies.

The OCO shall tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.22.1 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under HCaTS contracts shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the leased items; or, the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a task order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the task order has specifically approved such damages as part of the task order's terms and conditions.

H.22.2 GOVERNMENT FACILITIES

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of

corridors, stairways, elevators, and similar matters.

A Contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to its employees as necessary.

The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal government.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS are informed of the substance of this clause.

H.22.3 RIGHTS OF INGRESS AND EGRESS

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of its personnel. The Government reserves the right to require Contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

H.23 SECTION 508 OF THE REHABILITATION ACT OF 1973

Contractors shall comply with *FAR Subpart 39.2* when developing, procuring , maintaining or using electronic and information technology, unless an exception applies as per *FAR Section 39.204*.

H.24 ON-RAMPING

The total number of Contractors within any of the Pools may fluctuate due to any number of reasons including, but not limited to:

1. Competition levels on task orders, or

2. Mergers and acquisitions, or

3. The HCaTS PMO's exercise of the off-ramp process, or

4. HCaTS SB Contractors outgrowing their small business size status under their existing HCaTS SB contract.

It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for task orders in each Pool to meet the Government's customized training and development services, customized human capital strategy services, and customized organizational performance improvement services requirements.

Contractors are hereby notified that utilization of any on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure. Furthermore, any on-ramping procedure may be performed for any Pool at any time.

H.24.1 RESERVED

H.24.2 VERTICAL POOL ON-RAMPING

The HCaTS Program is a family of HCaTS Pools and HCaTS Small Business (SB) Pools with identical scopes. Each HCaTS Pool is unrestricted and each HCaTS SB Pool is a 100% small business set-aside contract.

For those HCaTS Contractors who no longer certify as an other than small business for their respective HCaTS Pool, an HCaTS Contractor may elect to be considered for the corresponding HCaTS SB Pool based on its business size and in accordance with *FAR Section 19.101* and Section G.3.10.

NOTE: If the HCaTS Contractor is eligible for both HCaTS SB Pools, it shall only choose and be considered for one Pool.

For example, if Contractor X in HCaTS Pool 1 ($11M size standard), can no longer certify as an other than small business under the $11M size standard, Contractor X may elect to be considered for HCaTS SB Pool 1 as a small business.

In order to obtain a Vertical Pool On-Ramp, the Contractor shall:

1. Certify its business size at a lower size standard than originally proposed in accordance with *FAR Section 19.101* and Section G.3.10, and

2. Qualify as a small business for the Pool applied for, and

3. Demonstrate successful performance under HCaTS, and

4. Submit a proposal in response to a solicitation materially identical to the original version of the HCaTS SB solicitation, and

5. Meet all of the minimum requirement criteria of the original HCaTS SB solicitation, and

6. Have a self score equal to or higher than the lowest scoring Contractor within the Pool being applied for.

   NOTE: The lowest scoring Contractor is based on the lowest awarded self score in the corresponding HCaTS SB Pool in accordance with the scoring table in Section M.6 of the HCaTS SB solicitation at the time of the original HCaTS SB solicitation.

The Vertical Pool On-Ramp solicitation will include the same evaluation factors/sub-factors as the original HCaTS SB solicitation. The terms and conditions of the resulting award shall be materially identical to the existing version of HCaTS SB contracts. The ordering period shall be coterminous with the existing ordering period of all other HCaTS SB Contractors.

Immediately upon Vertical Pool On-Ramping to HCaTS SB, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor; however, the Contractor will be placed on Dormant Status under its corresponding HCaTS Pool. The Contractor shall continue performance on active task orders under its dormant HCaTS, including the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-out.

The HCaTS SB CO may conduct a Vertical Pool On-Ramp without conducting any other form of On-Ramp.

H.24.3 OPEN SEASON ON-RAMPING

The HCaTS PMO will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to any of the HCaTS Pools at any time, subject to the following conditions:

1. An open season notice is published in Federal Business Opportunities in accordance with *FAR Part* 5, and

2. An open season solicitation is issued under current Federal procurement law, and

3. The solicitation identifies the total anticipated number of new contracts that the HCaTS PMO intends to award, and

4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation, and

5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/subfactors as the original solicitation, and

6. An Offeror's proposal shall meet all of the minimum requirement criteria of the original solicitation, and

7. An Offeror's proposal shall have a self score equal to or higher than the lowest awarded scoring Contractor within the HCaTS Pool being applied for, and

   NOTE: The lowest scoring Contractor is based on the lowest awarded self score in the corresponding HCaTS Pool in accordance with the scoring table in Section M.6 of the solicitation at the time of the original awards.

8. The terms and conditions of any resulting awards are materially identical to the existing version of the HCaTS Pool, and

9. The ordering period for any new awards is coterminous with the existing ordering period for all other Contractors.

Immediately upon Open Season On-Ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor.

H.24.4 FOCUSED ON-RAMPING (SUB-POOL CREATION)

The HCaTS PMO will determine whether it would be in the Government's best interest to initiate an open season to create a Sub-Pool within established HCaTS Pools. This may be done in response to client needs, competition levels, or other factors. For example, HCaTS Pool 1 consists of three different NAICS Codes. Over time, the HCaTS PMO notices that competition levels for all NAICS are healthy except for NAICS Code 624310. In response to this and based on anticipated demand, a Sub-Pool for NAICS Code 624310 could be created through this On-Ramping procedure.

Implementation of a Focused On-Ramp shall be subject to the following conditions.

1. An open season notice is published in Federal Business Opportunities in accordance with *FAR Part 5*, and

2. An open season solicitation is issued under current Federal procurement law, and

3. The solicitation identifies the total anticipated number of new contracts that the HCaTS PMO intends to award, and

4. Any Contractor already possessing a contract in the affected Pool will automatically be included in the newly formed Sub-Pool if the Offeror can provide Relevant Experience Projects that meets the eligibility requirements of the new Sub-Pool set forth in the open

season solicitation, and

5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/subfactors as the original solicitation. The newly formed Sub-Pool will become a new MA-IDIQ task order contract under HCaTS, and

6. An Offeror's proposal shall meet all of the minimum requirements of the open season solicitation, and

7. The terms and conditions of any resulting awards are materially identical to current HCaTS contracts, and

8. The ordering period for any new awards is coterminous with the existing ordering period for all other Contractors.

H.25 DORMANT STATUS

The HCaTS PMO is responsible for ensuring performance and compliance with the terms and conditions of HCaTS and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, the HCaTS PMO must ensure that Contractors receive impartial, fair, and equitable treatment. HCaTS shall be reserved for high performing Contractors. Accordingly, if the HCaTS CO determines that any requirement of HCaTS is not being met or is Vertically On-Ramped in accordance with Section H.24.2, a Contractor may be placed in Dormant Status. Dormant status may be activated for one or both HCaTS Pool(s) that a Contractor has been awarded.

If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant Status is not a debarment, suspension or ineligibility status as defined in *FAR Subpart 9.4* or a termination as defined in *FAR 52.249-8* (see Section F.2). Dormant Status is a condition that applies to HCaTS. Grounds for being placed in Dormant Status specifically include, but are not limited to, trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified under Section F.5 (Performance Standards).

Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issue(s). To place a Contractor in Dormant Status, the HCaTS CO must first send a letter, in writing, to the Contractor regarding poor performance or non-compliance issue(s). The Contractor shall have reasonable time, at the discretion of the HCaTS CO, to provide the HCaTS CO with a remediation plan to correct the deficiency(ies)/issue(s). If the HCaTS CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the HCaTS CO is not satisfied with the response, or the remediation plan is not effective, the HCaTS CO may issue a final decision, in writing, placing the Contractor in Dormant Status. The final decision will include necessary measures for the Contractor to take to

be removed from Dormant Status. The HCaTS CO's final decision may be appealed to the HCaTS Ombudsman under Alternative Disputes Resolution (ADR), as defined in *FAR Section 33.201* and *GSAR Subpart 533.2*. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

NOTE: Upon award of a contract using the procedures prescribed in Section H.24.2, the HCaTS CO will send a letter, in writing, to the Contractor placing it in Dormant Status. Once placed on Dormant Status, the Contractor shall satisfy all requirements prescribed in the final decision to be removed from Dormant Status.

H.26 OFF-RAMPING

The HCaTS PMO reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped shall have no active task orders under their HCaTS Pool at the time of the Off-Ramping. Contractors under more than one HCaTS Pool will only be Off-Ramped from the HCaTS Pool where one or more of the following conditions have occurred:

1. Permitting the Contractor's contract to expire instead of exercising Option I, and/or
2. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under the HCaTS contract, and/or
3. Debarment, Suspension, or Ineligibility as defined in *FAR Subpart 9.4*, and/or
4. Termination as defined in *FAR 52.249-2* and *FAR 52.249-8*, and/or
5. Contractors who fail to meet the standards of performance, deliverables, or compliance, and/or
6. HCaTS CO takes any other action which may be permitted under the terms and conditions of HCaTS.

(END OF SECTION H)

PART II: CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I.1 TASK ORDER PROVISIONS AND CLAUSES

In accordance with *FAR Section 52.301*, due to the various combinations of contract provisions and clauses that may be optional under an individual task order based on the contract type, statement of work, dollar value and other specific customer agency requirements, the Human Capital and Training Solutions (HCaTS) cannot predetermine all the contract provisions and clauses for future individual task orders. However, all applicable and required provisions and clauses set forth in *FAR Section 52.301* automatically flow down to all HCaTS task orders, based on their specific contract type, statement of work, competition requirements, commercial or non-

commercial determination, and dollar value as of the date the task order solicitation is issued.

All applicable and required provisions and clauses that automatically flow down to task orders shall remain unchanged as of *Federal Acquisition Circular (FAC) No. 2005-84*, effective date September 3, 2015, throughout the entire ordering period under HCaTS. If a future applicable or required provision(s) and/or clause(s) are to the benefit of future task orders solicited under HCaTS, the future applicable or required provision/clause may be updated by FAC No. and effective date by a bilateral modification to HCaTS.

The OCO shall identify in the task order solicitation whether *FAR Part 12* provisions and clauses apply or do not apply. Furthermore, the OCO shall identify any optional and/or agency-specific provisions and clauses that do not conflict with the provisions and clauses under HCaTS for each individual task order solicitation and subsequent award. For optional and/or agency-specific provisions and clauses, the OCO shall provide the provision and/or clause number, title, date, and fill-in information (if any), as of the date the task order solicitation is issued or award is made.

I.2 HCATS CLAUSES

The following clauses apply to HCaTS and task orders placed under HCaTS, as applicable. The clauses and dates remain unchanged throughout the term of HCaTS unless changed by a bilateral modification to HCaTS.

I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

HCaTS incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/.

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
RESERVED	RESERVED FOR 52.209-9	RESERVED
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate III)	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate IV)	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan (Alternate II)	OCT 2001
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data—Special Works	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997

52.229-3	Federal, State, and Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2014
52.230-3	Disclosure and Consistency of Cost Accounting Practices	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	APR 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed-Price (Alternate I)	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6	Termination (Cost-Reimbursement) (Alternate IV)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

I.2.2 GSAR CLAUSES INCORPORATED BY REFERENCE

HCaTS incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/.

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012

552.215-70	Examination of Records by GSA	FEB 1996
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2016
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans	MAR 2012
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.219-76	Mentor Requirements and Evaluation	MAR 2012
552.228-5	Government as Additional Insured	JAN 2016
552.232-23	Assignment of Claims	SEP 1999
552.237-73	Restriction on Disclosure of Information	JUN 2009

I.2.3 FAR AND GSAR CLAUSES IN FULL TEXT

I.2.3.1 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 notice to proceed through the contract end date.

(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.2.3.2 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 the micro-purchase threshold, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of: $3.45 billion for Pool 1;

(2) Any order for a combination of items in excess of: $3.45 billion for Pool 1; or

(3) A series of orders from the same ordering office within 365 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of clause)

I.2.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract in accordance with Section F.4.

(End of clause)

I.2.3.4 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 90 calendar days from the current ordering period's expiration date.

(End of clause)

I.2.3.5 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 90 calendar days from the base period's expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 calendar 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 126 months.

(End of clause)

I.2.3.6 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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(End of clause)

I.2.3.7 RESERVED

I.2.3.8 552.232-77 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 the micro purchase threshold, as amended, 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)

(END OF SECTION I)

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

J.1 STANDARDIZED LABOR CATEGORIES

J.2 HCATS CONTRACT PRICING

J.3 APPROVED SUBCONTRACTING PLAN (IF APPLICABLE)

J.4 ACCREDITATIONS

J.5 CONTRACTOR KEY PERSONNEL

(END OF SECTION J)