

I. PRICING

1. GENERAL

1.1. The 8(a) Streamlined Technology Application Resource for Services (STARS) II Governmentwide Acquisition Contract (GWAC) – “8(a) STARS II”, a/k/a “STARS II”, is a Multiple Award (MA), Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract to provide information technology (IT) services and IT services-based solutions which may include the integration of ancillary support which is necessary and integral to the IT services being acquired. STARS II is reserved for qualifying Small Business Administration (SBA) certified 8(a) prime contractors with competitive prices.

1.2. The Contractor shall provide all management, supervision, labor, facilities and materials necessary to perform on a task order basis.

1.3. Hereafter, STARS II may also be referred to as the “Basic Contract” while task order(s) issued under the Basic Contract may also be referred to as “Order(s)”.

2. AUTHORITY

2.1. STARS II is established under the authority of the Small Business Act (P.L. 85-536, as amended), 15 U.S.C. 637(a), 13 C.F.R.124 and Federal Acquisition Regulations (FAR) 19.8. It is operated in concert with parallel authority from the Office of Management and Budget (OMB), which has designated the U.S. General Services Administration (GSA) as an Executive Agent (EA) for Governmentwide IT acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).

2.2. The scope of this designation includes GSA’s role and responsibility to award and administer the Basic Contract, and to grant Delegation of Procurement Authority (DPA) to warranted contracting officers for the award and administration of the Orders, that is further addressed in the Contract Administration Section.

2.3. The authority of the Small Business GWAC Center Procuring Contracting Officer (PCO), GSA Administrative Contracting Officer (ACO) and the Ordering Contracting Officer (OCO) are defined in Contract Administration Section.

3. ECONOMY ACT

3.1. In accordance with FAR 17.500(b)(2), the Economy Act does not apply to acquisitions using GWACs.

4. BASIC CONTRACT TERM

4.1. The Basic Contract term is one five-year base period with one five-year option period.

5. TASK ORDER PERIOD OF PERFORMANCE

5.1. The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may a new order be placed under the Basic Contract if the Basic Contract is not in effect, has expired, has been cancelled or has been terminated.

5.2. Orders may be awarded during the STARS II GWAC Basic Contract's life, which is also referred to as the Contract Ordering Period (COP). Therefore the COP, like the Basic Contract term, is for a five-year base period with one five-year option. Orders may not be issued outside the COP.

5.3. An Order may be issued with a period of performance (PoP) of up to seven years from the date the Order is placed, with or without option periods during the PoP, provided:

- 1) The Order PoP is consistent with the customer agency's policy on task order duration and funding.
- 2) Orders that may run beyond the final day of the underlying GWAC COP are limited to three years beyond the final day of the basic contract option, which means all orders have to be substantially completed by (exact date to be determined).
- 3) Multi-year contracting is one of the ways to structure an Order's PoP and is a highly specialized endeavor. OCOs considering multi-year contracting are reminded of their obligations under FAR 1.602-2.

5.4. Order duration is not dependent upon the Center exercising the Basic Contract option. This means that an OCO can exercise an Order option period even if the Basic Contract is no longer available for new Orders. OCOs are required to document that Order options are in the best interest of the Government consistent with FAR 17.207, or authorized customer agency supplement.

6. ORDER TYPES

6.1. As defined in FAR Part 16, Type of Contracts, Fixed-Price (FAR 16.2), Incentive (FAR 16.4), Time-and-Materials (T&M (FAR 16.6)), and Labor-Hour (L-H (FAR 16.6)) Order types are permissible. Hybrid blends of the Order types are feasible. The OCO is responsible for clearly identifying the applicable order

type(s), making all required determinations and establishing requirements in the Order solicitation.

6.2. There is a regulatory order of precedence for contract types which prioritizes fixed price work over all other contract types, applied to STARS II's eligible Order types below:

- 1) Fixed Price (FAR 16.2)
- 2) T&M or L-H (FAR 16.6)

If not using Fixed-Price terms, FAR 16.601(d) requires contracting officers to document the rationale which applies to orders under STARS II. The determination and findings required by FAR 16.601 (d) requires a higher level of review. Please check agency guidance for the required level of review and approval.

6.3. Orders may be multi-year and/or include option periods and/or include optional Contract Line Item Numbers (CLINs) consistent with the FAR and customer agency contracting and fiscal policy.

G. PERFORMANCE-BASED ACQUISITION PREFERENCE

7.1. Pursuant to FAR 37.102(a)(2), the OCO should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- 1) Firm-fixed Price Performance-Based
- 2) A Performance-Based Order that is not Firm-Fixed Price
- 3) An Order that is not Performance-Based

8. NOT ALLOWED ON STARS II

- Renting/leasing
- Blanket Purchase Agreements (BPAs)
- Letter Contracts
- Orders for which IT services outcomes are not the principle purpose
- Orders for which supplies or software/hardware are the principle purpose

9. RENTING/LEASING

9.1. Renting and leasing of Personal Property and Real Property is not allowable; however, leases may be part of an IT services-based solution, provided:

- 1) The Government will not be the lessee and it will not be liable for cancellation fees should an option not be exercised
- 2) Furthermore, the use of lease-like (incremental) payment arrangements to purchase items, which purport to permit the Government to receive

delivery of items and then pay for the full cost of the items over time, are not permitted

9.2. More information about this is presented in the Contract Requirements section.

10. FIXED PRICE ORDER TYPE

10.1. The OCO must determine fair and reasonable pricing for all Fixed-Price Orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts, and customer agency policy. STARS II is a competitively awarded 8(a) Basic Contract and it is important for OCOs to note such in documenting their price analysis. Further competition for Orders is another valuable price analysis consideration. Fixed price proposals shall include the Contract Access Fee (CAF). When calculating the fixed price, the CAF shall be applied last.

11. INCENTIVE ORDER TYPE

11.1. The OCO must determine fair and reasonable pricing for all incentives in Orders and develop a plan to implement and monitor an Award-Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing, FAR 16.4, Incentive Contracts and customer agency policy. This is an area of increasing regulatory oversight pursuant to Section 867 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 (“DHNDAA” or “NDAA 2009”), and customer agency policy, requiring OCO due diligence. OCOs considering incentive contracting are reminded of their obligations under FAR 1.602-2.

12. TIME & MATERIALS AND LABOR-HOUR ORDER TYPES

12.1. The pricing schedules established in the associated Microsoft Excel spreadsheet files contain the basic contract ceiling rates for T&M and LH work. The basic contract ceiling rates, and subsequent rates quoted or proposed for task orders, shall be fully burdened labor rates inclusive of all direct and indirect costs (e.g., profit, fringe benefits, salary, indirect rates), personnel and facility security clearance up to the Secret level, and the contract access fee (CAF). When calculating each unit price, the CAF shall be applied last.

12.2. Order rates shall not exceed the basic contract ceiling rates. Although basic contract ceiling rates resulted from competition, it is anticipated that task order competition (fair opportunity orders) or negotiation (directed orders) may result in even more competitive pricing than the basic contract ceiling rates. The OCO is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price for the task order is reasonable in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts. The Basic Contract ceiling rates are very

useful pricing references for OCOs to incorporate into their price analysis document.

12.3. The OCO is authorized to establish different fully loaded Order rates suited to meet foreign area requirements and for work requiring personnel and facility security clearance higher than Secret, and for determining fair and reasonable pricing for such work in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts. Contractors shall explain and justify their foreign area and higher than secret security clearance rates in Order quotes and proposals. Upon request of the OCO, the Contractor shall provide other than cost or pricing data, to include, a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor's cost accounting system, as well as any other supporting information the OCO deems necessary.

12.4. Payments under T&M and LH terms (including matters related to subcontractors, materials, etc.) are governed by the associated Payments Clause in this contract.

13. MAXIMUM BASIC CONTRACT CEILING AND MINIMUM AWARDEE GUARANTEE

13.1. Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$10 Billion, including the Option.

13.2. The total minimum guarantee under the STARS II GWAC is \$250 maximum per awardee. The minimum guarantee shall be considered satisfied when an awardee receives task order work valued over \$250. The exercise of the basic contract option period does not re-establish the minimum guarantee. STARS II awardees without \$250 or more in task order work have a maximum of 60 calendar days after the expiration of their contract, or termination for the Government's convenience, to request their minimum guarantee in writing from the STARS II Contracting Officer. Termination for cause eliminates the contractor's entitlement to the minimum guarantee.

14. CONTRACT ACCESS FEE (CAF)

14.1. The CAF is $\frac{3}{4}$ of a percent (i.e. 0.0075) applied to the total price/costs for contractor performance as billed to the Government.

14.2. The formula is: Total CAF = Total Price or costs * CAF Percentage.

14.3. Contractors must include estimated CAF on all Order quotes and proposals, regardless of Order type.

14.4. OCOs may require contractors to include CAF as a separate line item on Orders if required by customer agency policy.

14.5. Contractors are responsible for collecting CAF from ordering agencies and for remitting CAF to GSA in accordance with contract requirements.

15. TRAVEL PRICING (ALL ORDER TYPES)

15.1. If authorized in the task order, travel will be reimbursed at actual direct cost in accordance with the limitations set forth in FAR 31.205-46. No indirect costs or profit are allowed for travel.

15.2. Travel will typically be a separate not-to-exceed CLIN on orders.

16. LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

16.1. The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA if used to perform professional IT services, and not more mundane work.

16.2. To the extent that any labor is subject to the SCA and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

16.3. The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each Order must be tailored to include the appropriate clauses.

17. LABOR SUBJECT TO THE DAVIS BACON ACT

17.1. To the extent construction, alteration and repair are subject to the Davis Bacon Act and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.4, Davis Bacon Act Wage Determinations.

17.2. Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type/Contract terms. It is recognized that modifications to construction line items may not initially be fixed price as the Government works through a change order and/or modification process. In such situations the FAR instructs that such work should be fully definitized as soon as practicable, and certainly before closeout.

17.3. The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each Order must be tailored to include the appropriate clauses. FAR Part 36, or authorized customer agency supplement, is a primary reference for construction contracting regulations.

17.4. Construction contracting is a highly specialized area. OCOs considering including construction contracting as part of an IT services-based solution are reminded of their obligations under FAR 1.602-2.

18. FOREIGN WORK AREAS

18.1. Contiguous United States (CONUS) means the 48 contiguous States and the District of Columbia.

18.2. Non-foreign area means the States of Alaska and Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands and the territories and possessions of the United States (excludes the Trust Territories of the Pacific Islands).

18.3. Foreign area means any area, including the Trust Territories of the Pacific Islands, situated both outside CONUS and the non-foreign areas.

18.4. It is anticipated that there may be Orders for work in foreign areas. The Department of State Standardized Regulations (DSSR) addresses foreign area allowances and benefits for U.S. Government civilians. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://www.state.gov/m/a/als/>), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. OCOs are authorized to select a foreign area pricing approach consistent with the DSSR that is tailored to their order requirements. If a task order RFQ/RFP includes foreign area work and the OCO has not identified a preferred foreign area pricing approach, contractors may include a foreign area pricing approach consistent with the DSSR and shall explain and justify it in their task order quote/proposal, and OCOs shall determine if the approach results in a fair and reasonable prices in accordance with the DSSR, FAR 15.4, and the subparts of FAR 16 authorized by the basic contract which are associated with the instant order solicitation and resulting order. Upon request of the OCO, the Contractor shall provide other than cost or pricing data to support their proposal(s).

18.5. The Basic Contract does not include all applicable clauses for foreign area work. Each Order RFQ/RFP, and resulting Order, must be tailored to include appropriate clauses.

18.6. Foreign area contracting is highly specialized. OCOs considering foreign area contracting are reminded of their obligations under FAR 1.602-2.

19. BASIC CONTRACT OPTION PERIOD (BOP) PRICING

19.1. Pricing for the BOP will be based on the ceiling rates each offeror proposes for Basic Contract Year five. The fifth-year rates will be extrapolated out to years

six through ten automatically by the Government for proposal evaluation purposes.

19.2. The actual ceiling rates for the BOP will be determined by escalating the proposed year five ceiling rates utilizing the latest methodology and basis for the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI). The ECI for “Professional, Scientific, and Technical Occupations” will be controlling. A simple “percentage” method will be used.

19.3. The Government does not intend to perform re-determinations or apply escalated rates retroactively to Orders. The escalation will not apply to awarded orders in place before the BOP, even if they cross the time frame covered by the BOP, unless they specifically definitize its inclusion. Orders awarded before the BOP occurs and crossing the time frame covered by the BOP may include an order-specific escalation methodology for out-year pricing.

19.4. The specific ECI used as the basis for adjustment for the BOP CEILING RATES IS TITLED “wages and salaries (NOT SEASONALLY ADJUSTED)” Employment Cost Index for wages and salaries, private industry workers, by industry and occupational group.”

19.5. The BOP escalation adjustment will be calculated three months prior to the BOP, using the latest ECI information available at that time (providing GSA a three-month window to prepare the escalation documentation) and implemented at the beginning of the BOP (basic contract year six), if exercised. The Government intends to use the average of the five previous full years of ECI data to make a one-time contract escalation. This escalation will be applied one time to years six through ten ceiling rates – and those ceiling rates will remain constant thereafter.

19.6. The calculated escalation rate will be applied consecutively for basic contract years six through ten. This means that the escalation rate will have compounding effect for years six through ten. As a result, each year of the BOP will have separate pricing.

II. BASIC CONTRACT SCOPE

1. GENERAL

1.1. The Basic Contract will provide Federal government agencies (see GSA Order 4800.2E for a list of eligible customer agencies) with IT services and IT services-based solutions from 8(a) certified firms on a global basis. In addition to IT services, IT services-based solutions are comprised of a range of ancillary support, but maintain focus on IT services-based outcomes.

1.2. The scope of the contract will be based on four Functional Areas (FA), each grounded in one of four NAICS codes and their respective definitions. A prospective task order for IT services or an IT services-based solution should be vetted with the NAICS code from the complete NAICS system that, in the judgment of the customer agency, is most closely connected with/that best prospectively fits the IT services-based outcome. If the best-fit NAICS code is one of the four listed below, it is a STARS II candidate opportunity. The Small Business GWAC Center can assist OCOs in making NAICS and FA selections.

FA1: NAICS 541511 - Custom Computer Programming Services
FA2: NAICS 541512 - Computer Systems Design Services
FA3: NAICS 541513 - Computer Facilities Management Services
FA4: NAICS 541519 - Other Computer Related Services

1.3. The basic contract scope structure includes two levels, known as Constellations. Constellation I is the basic level in which contractors must demonstrate technical proficiency and offer competitive prices. Constellation II contractors must possess one or more of the following credentials, demonstrate technical proficiency and offer competitive prices.

ISO 9001:2000
ISO 9001:2008
CMMI Level II (or higher) – DEV
CMMI Level II (or higher) – SVC

1.4. If the work fits in a FA and a customer requires one of the designated credentials, it is a Constellation II opportunity; otherwise it is a Constellation I opportunity.

1.5. A potential task order's scope may include project management associated with the IT service outcomes.

8(a) STARS II Scope Structure

Constellation and Functional Area Taxonomy	FA1 NAICS 541511	FA2 NAICS 541512	FA3 NAICS 541513	FA4 NAICS 541519
<u>Constellation I</u> Technical Proficiency and Competitive Prices	X	X	X	X
<u>Constellation II</u> ISO 9001:2000 or ISO 9001:2008 or CMMI Level II (or higher) - DEV or CMMI Level II (or higher) – SEV with Technical Proficiency and Competitive Prices	X	X	X	X

2. INFORMATION TECHNOLOGY DEFINED

2.1. Please refer to FAR 2.101 for the definition of Information Technology (www.arnet.gov).

3. FUNCTIONAL AREA DESCRIPTIONS

3.1. The information below is based on the 2007 NAICS code definitions which can be found on the U.S. Census website (www.census.gov), while their associated small business size standards may be found on SBA’s website (www.sba.gov/size).

3.2. For each FA, the work examples in the bulleted list under each NAICS code description are representative, not all inclusive.

FA1: 541511- CUSTOM COMPUTER PROGRAMMING SERVICES

This U.S. industry comprises establishments primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.

- Custom computer applications software programming services
- Custom computer program or software development
- Custom computer programming services
- Custom computer software analysis and design services
- Custom computer software programming services
- Custom computer software support services
- Web (i.e. Internet) page design services, custom

FA2: 541512- COMPUTER SYSTEMS DESIGN SERVICES

This U.S. industry comprises establishments primarily engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of integrated services or may be provided by third parties or vendors. These establishments often install the system and train and support users of the system.

- CAD (computer-aided design) systems integration design services
- CAE (computer-aided engineering) systems integration design
- CAM (computer-aided manufacturing) systems integration design
- Computer hardware consulting services or consultants
- Computer software consulting services or consultants
- Computer systems integration analysis and design services
- Computer systems integration design consulting services
- Computer integrator services
- Information management computer systems integration design services
- Local Area Network (LAN) computer systems integration design services
- Computer network systems design services
- Office automation computer systems integration design services

FA3: NAICS 541513- COMPUTER FACILITIES MANAGEMENT SERVICES

This U.S. industry comprises establishments primarily engaged in providing on-site management and operation of clients computer systems and/or data processing facilities. Establishments providing computer systems or data processing facilities support services are included in this industry.

- Computer systems facilities management and operation services
- Data processing facilities management and operation services
- Computer systems or data processing facilities management and operation services
- Computer systems or data process facilities support services

FA4: NAICS 541519- OTHER COMPUTER RELATED SERVICES

This U.S. industry comprises establishments primarily engaged in providing computer related services (except custom programming, systems integration design, and facilities management services). Establishments providing computer disaster recovery services or software installation services are included in this industry.

- Computer disaster recovery services
- Computer software installation services

4. IT SERVICES-BASED SOLUTIONS

4.1. IT services-based solutions may include work that, on its own, might not be considered IT. That work is characterized as “Ancillary Support”. Ancillary Support can be structured in Orders consistent with the overall Order type, or as part of a hybrid Order type approach, consistent with the Pricing section guidance. OCOs clearly express the desired Order type(s) for Ancillary Support in Order RFQs and RFPs, and resulting Orders.

4.2. Ancillary Support can be categorized as Ancillary Services and Ancillary Equipment, as shown below:

- *Ancillary Services* (i.e. clerical support; training; construction, alteration and repair; telecommunications/wireless transport, additional labor categories, etc.) must be integral and necessary for the IT services-based solution
- *Ancillary Equipment* (hardware, software, software licenses, racks, mounts; etc.) may be purchased if integral and necessary for the IT services-based solution.

5. ANCILLARY TELECOMMUNICATIONS/WIRELESS

5.1. Telecommunications, wireless, and satellite products and services may be purchased as part of an overall IT services-based solution. The sole purpose of a requirement may not be for a commodity (land mobile radios) or transport services or wireless connectivity.

6. ADDITIONAL LABOR CATEGORIES FOR T&M AND LH ORDERS

6.1. The existing T&M and LH labor categories on STARS II are very robust, and were written without minimum education and experience requirements consistent with FAR 39.104, preferring instead to focus on competencies and responsibilities. OCOs may consider additional labor categories for T&M and LH Orders when deemed necessary to provide IT services or an IT services-based solution. OCOs should perform due diligence in determining if a STARS II contractor's opinion that unique labor categories are required/that existing STARS II labor categories don't suffice is meritorious before considering additional T&M or LH labor categories. Additional labor categories would need to bring to bear skill sets that are so specialized or rare that they are not already encompassed in any existing Basic Contract labor category. The OCO will negotiate a fair and reasonable labor rate with the Contractor for the applicable Order consistent with the Order type, or as part of a hybrid Order type approach, consistent with the Pricing section guidance.

6.2. The OCO shall vet additional labor categories with SCA and DB considerations, and, where applicable, address SCA and DB requirements consistent with the Pricing section guidance.

III. CONTRACT ADMINISTRATION

1. GENERAL

1.1. This section provides guidance regarding contract administration for the Basic Contract, and where applicable, for each Order placed under the Basic Contract. Additional contract administration requirements may be specified in each Order. Costs associated with these requirements shall not be billed as a direct cost to the Government.

2. AUTHORIZED USERS

2.1. Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

2.2. This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in GSA Order ADM 4800.2E, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, January 3, 2000, as modified from time to time.

3. ROLES AND RESPONSIBILITIES

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

4. PROCURING CONTRACTING OFFICER (PCO)

4.1. The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an Administrative Contracting Officer.

5. ADMINISTRATIVE CONTRACTING OFFICER (ACO)

5.1. Responsibilities not specifically delegated to the ACOs by the PCO shall be reserved for the PCO.

6. ORDERING CONTRACTING OFFICER (OCO)

6.1. Only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable DPA.

6.2. The OCO for each Order is the sole and exclusive Government official with actual authority to take actions which may bind the Government for that Order.

7. CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

7.1. The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR/COTR has no actual, apparent or implied authority to bind the Government.

8. INDUSTRIAL OPERATIONS ANALYST (IOA)

8.1. The Industrial Operations Analyst (IOA) is authorized to examine records and to conduct Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist Contractors with Order reporting and CAF management issues, and other general contract administration functions as deemed appropriate and necessary by the Government.

9. MARKETING

9.1. Contractors shall develop company specific 8(a) STARS II GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSA Star Mark guidelines which can be found at www.gsa.gov/logos.

9.2. Contractors shall develop and distribute printed materials to enhance awareness of the 8(a) STARS II Contract. Contractors shall participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for federal agency customers and to aid in the marketing of 8(a) STARS II.

10. ORDER LEVEL PROTEST

10.1. In accordance with National Defense Authorization Act (NDAA) 2008, no protest under **\$10,000,000** is authorized in connection with the issuance or

proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract consistent with FAR 16.505.(a)(9) that predates NDAA 2008.

10.2. In accordance with the NDAA 2008, the Comptroller General of the United States has exclusive jurisdiction over any protests greater than **\$10,000,000**.

11. OMBUDSMAN

11.1. In accordance with FAR 16.5 disputes related to matters affecting order award may be directed to the designated Ombudsman. The GSA Ombudsman is a senior GSA official who is independent of the GSA PCO, ACOs or OCO.

11.2. The Office of the GSA Ombudsman is:

General Services Administration
Special Assistant for Contracting Integrity, Office of Acquisition Policy
(MV)
1800 F STREET, NW – ROOM 4031
WASHINGTON, DC 20405-0002
PHONE: (202) 501-4770, FAX: (202) 501-1986

12. MEETINGS AND CONFERENCES

12.1. From time to time the Government may require attendance at conferences and meetings at no additional cost to the Government.

13. BASIC CONTRACT POST-AWARD ORIENTATION

13.1. The Contractor shall participate in a Basic Contract post-award orientation at a time and place to be determined by the PCO.

14. CONTRACTOR PERFORMANCE SYSTEM

14.1. Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will typically reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as a central warehouse for performance assessment reports received from various Federal performance information collection systems.

14.2. Contractors are required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the customer agency policy. Contractor “view” access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. Contractors must be registered in CCR and must have created a Marketing Partner

Identification Number (MPIN) in the CCR profile to access their PPIRS information.

15. SUBCONTRACTING CONSIDERATIONS

15.1. There are two related considerations that take center stage. The first is the Limitations on Subcontracting, and the second is what is known as Pass Throughs. All STARS II prime contractors are responsible for managing the workload mix being performed under their contract(s) and Orders.

15.2. In accordance with the 13 CFR 125.6, and associated FAR Clause 52.219-14, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. Similarly, STARS II prime contractors are expected to perform a meaningful amount of work/add significant readily-identifiable value on each Order to prevent pass-through situations. This is an area of increasing regulation, as evidenced by the DoD interim rule for pass throughs cited in GAO report GAO-08-269, January 25, 2008, and as identified in Section 866 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 (“DHNDAA” or “NDAA 2009”).

15.3. It is a best practice for OCOs to require industry partners to disclose the amount of work they intend to perform with their own resources in Order RFQs and RFPs. OCOs may require Order invoice level subcontracting reporting should they wish to monitor these matters closely during Order performance. A good rule of thumb at the Order level is for the small business prime contractor to be expected to perform approximately 50% or more of the work itself, or to follow specific customer agency standards (such as those promulgated in DoD’s interim rule cited above).

15.4. It is reasonable and routine that on larger tasks small business prime contractors may manage capacity building through subcontracting with other small business firms and other than small business firms to provide scalability in the early stages of performance. It is reasonable to consider the total prospective life cycle of an order, including option periods, when evaluating how much work the prime plans to perform for a given task order. OCOs may request a well-defined plan from 8(a) prime contractors to facilitate this review, and may qualitatively evaluate such plans during task order source selection if they establish that in their task order solicitations.

15.5. Consent to subcontract pursuant to FAR 44.2 is applicable on an ad hoc basis at the Order level. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103 and 9.104-1. Consent to subcontract is not required at the Basic Contract level.

16. SUBCONTRACT REPORTING

16.1. Prime contractors shall follow the subcontracting reporting process

established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs and shall submit the standardized report found on the 8(a) STARS II website semi-annually (using the contract year) no later than 30 calendar days after each six-month reporting period (RP). The first RP will begin on the effective date of the notice to proceed. GSA is considering further automation of subcontract reporting and contractors are required to switch to that reporting method once it is implemented.

16.2. The completed report shall be submitted to the Small Business GWAC Center by one of the following means:

Mail

Small Business GWAC Center
ATTN: 8(a) STARS II
1500 E. Bannister Road
Room 1076
Kansas City, MO 64131

email

s2@gsa.gov

Fax

816.823.1608

16.3. Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient grounds to terminate the Contractor for Cause.

17. ORDERING PROCEDURES

17.1. Any services, and ancillary services or equipment, to be furnished under this contract will be ordered by issuance of written orders. Oral orders are not authorized. An order specifies and authorized the work to be performed by the Contractor. The order will include pricing and a statement of work. All orders must cite the primary NAICS code and the appropriate FA. Orders may only be issued from date of contractor notice to proceed through contract expiration.

17.2. Ordering procedures must comply with the following:

(a) FAR 19.8 for directed orders or FAR 16.505 (for DoD customer agencies refer to DFARS 216.505-70) for orders subject to fair opportunity to be considered;

(b) Orders are not exempt from the development of acquisition plans (see FAR 7.1), and an information technology acquisition strategy; (see FAR 39). OCOs follow customer agency processes for planning and funding the order requirements, gaining any necessary approvals and documenting the procurement

(c) The OCO shall include the evaluation procedures in task order solicitations and establish the time frame for responding to task order

solicitations, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

(d) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;

(e) Contractor due diligence, preparation, presentation, and discussion of the Offeror's proposal in response to a task order solicitation will be at no direct cost to the Government; and

(f) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

18. FAIR OPPORTUNITY

18.1. OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2) with issuing a task order that exceeds the 8(a) competition threshold. DoD guidance on the above is contained at DFARS 216.505-70.

18.2. FAR 16.505(b)(1) provides that each contractor shall be given a Fair Opportunity to be considered for each order exceeding the 8(a) competition threshold. The method to obtain fair opportunity is at the discretion of the OCO, and it must be documented. The OCO is responsible for completing and documenting price reasonableness according order type(s).

18.3. In accordance with the National Defense Authorization Act (NDAA) of 2008, for task or delivery orders in excess of **\$5,000,000**, the contracting agency's obligation to provide "a fair opportunity to be considered" is not met unless "all contractors" are provided the following (at a minimum):

- 1) a notice of the order that includes a clear statement of the agency's requirements
- 2) a reasonable period of time to provide a proposal in response to the notice
- 3) disclosure of the significant factors and subfactors, including cost or price, which the agency expects to consider in evaluating such proposals, and their relative importance

4) in the case of an award that is to be made on a best-value basis, a written statement documenting the basis for the award and the relative importance of quality and price or cost factors; and

5) an opportunity for a post-award debriefing if timely requested

18.4. The Government may disseminate RFI/RFQ/RFPs via e-mail, facsimile, GSA's e-Buy at www.gsa.gov/ebuy, commercial mail carrier or other electronic means as prescribed by the OCO's agency. Solicitation synopsis in FedBizOpps is not required or recommended under indefinite-delivery contracts. The use of any one of the preceding mediums to broadcast an RFQ/RFP notice to all contract holders satisfies the Fair Opportunity to be considered notification requirement.

19. CANCELLATION OF REQUIREMENT

19.1. Canceling a task order solicitation is at the discretion of the OCO and may be necessary when:

- (a) Services are no longer required, or are significantly changed;
- (b) All offers received are at unreasonable prices, or only one offer is received and the contracting officer cannot determine the reasonableness of the price; or
- (c) For other reasons, cancellation is clearly in the government's interest.

20. DIRECTED ORDERS

20.1. In accordance with Section 8(a) of the Small Business Act and FAR 19.8, Orders may be awarded on a directed, a/k/a sole source, basis up to the 8(a) competition threshold based on the contractor's self-marketing efforts or past performance. The OCO shall make a determination of price reasonableness and have the authority to make award decisions for each order.

21. ORDER INFORMATION

21.1. Orders shall include, but not be limited, to the following:

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;

(d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF) if requested by the OCO; Fixed Price, or Ceiling Price

(e) Statement of Work, Statement of Objectives, or Performance Work Statement;

(f) Delivery and/or performance schedule, including Options (if any);

(g) Place of delivery and/or performance (including consignee);

(h) Any packaging, packing, and shipping instructions;

(i) Accounting and appropriation data; and

(j) Method of payment and payment office.

22. CONTRACTOR ADMINISTRATIVE REPORTING

22.1. The following defines the administrative reporting requirements under the Basic Contract. All reporting data shall be reported using the GWAC Management Module in ITSS or any other process prescribed by GSA. The types of reporting data required are as follows:

22.2. The types of reporting data required are as follows:

- Order Award/Modification Data
- Invoice Data
- CAF Payment Data

22.3. Order Award/Modification Data – The contractor shall report all Orders and modifications within 30 calendar days of order acceptance/award. Data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Award/Modification Date
- (5) Award/Modification Total Estimated Value
- (6) Award/Modification Obligated Amount
- (7) Period of Performance
- (8) Order Type(s)
- (9) Issuing OCO
- (10) Customer Agency
- (11) Performance-based (Yes/No)
- (12) Use of non-standard/specialized labor categories

22.4. Invoice Data – The contractor shall report all invoicing activity within 60 calendar days of performance acceptance by the customer. Invoice data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Contractor Invoice Number
- (5) Total Invoiced Amount including CAF
- (6) Date Issued

22.5. The Contractor shall accept payment of invoices via EFT. Invoice submission information shall be contained in each individual Order. Payment of invoices will be made by the payment office designated in each individual Order.

22.6. CAF Payment Data – The contractor shall report CAF payment data within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:

- (1) Total Remitted Amount
- (2) Remit Date
- (3) Transfer Confirmation Number
- (4) Amount applied to each Task Order Number (for the reported payment) The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

22.7. The Contract Access Fee (CAF) reimburses GSA for the cost of operating the 8(a) STARS II GWAC. The CAF is calculated as $\frac{3}{4}$ of a percent (i.e. 0.0075) applied to all prices/costs for contractor performance billed to the Government.

22.8. The formula is: Total CAF = Total Price or costs * CAF Percentage.

22.9. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

22.10. Contractors shall remit the CAF to GSA in U.S. dollars within 45 calendar days upon receipt of payment from the customer. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

22.11. All CAF payments must be remitted via Automated Clearing House (ACH) or check.

22.12. Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

23. ORDER CLOSE-OUT

23.1. The OCO is responsible for closing out individual Orders under the Basic Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order.

23.2. Order close-out will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

24. ANNUAL ORDER REPORT

24.1. The Contractor shall submit annually the Annual Order Report to the STARS II ACO at s2@gsa.gov and to their servicing SBA district office, due 30 calendar days after the anniversary date of the Basic Contract notice to proceed, and thereafter annually until all Orders are accounted for. This report shall include a list of all active Orders within the reporting period and will include, but not be limited to:

- (1) Order Number
- (2) Order Type
- (3) OCO Point of Contact
- (4) OCO Email
- (5) Period of Performance
- (6) Order Value
- (7) Cumulative Invoiced Amount
- (8) De-obligated Amount
- (9) Total CAF Amount Paid
- (10) CAF Balance Owed
- (11) Issues

24.2. The report will also include identification of completed orders including, but not limited to the following data:

- (1) Order Number
- (2) Order Type
- (3) OCO Point of Contact
- (4) OCO Email
- (5) Period of Performance
- (6) Final Order Value
- (7) Cumulative Invoiced Amount
- (8) De-obligated Amount
- (9) Total CAF Amount Paid
- (10) CAF Balance Owed
- (11) Final Invoice Paid (Y/N)

- (12) Release of Claims Date
- (13) Pending Actions (if not closed out)

25. BASIC CONTRACT SIZE RE-REPRESENTATION

25.1. GSA intends to implement FAR 52.219-28 and the associated regulatory framework (SBA Final Rule 11/15/2006, FAR Final Rule 4/20/2009.) Accordingly, there are numerous scenarios to consider. For example, if a firm is no longer small as a result of organic growth as an 8(a) company and has not undergone a merger or acquisition, with or without a novation, GSA would consider allowing the firm to retain their STARS II contract pursuant to the 8(a) program framework which permits this.

25.2. A second example is if a firm has been through a merger or acquisition with a non-8(a) organization, with or without a novation, and is no longer a small business concern. That firm has responsibilities to coordinate with the SBA regarding continued 8(a) eligibility. In such an instance, GSA would request SBA to render an 8(a) eligibility determination for the new organization. SBA's determination would determine continued eligibility under STARS II.

26. ORDER SIZE RE-REPRESENTATION

26.1. OCOs have the discretion to require a re-representation of the prime contractor's size status as a condition of order award. Mere inclusion of a NAICS code in a task order solicitation does not amount to an order-level size re-representation. It is commonplace for a NAICS code and size standard to be listed in a task order solicitation and that doesn't explicitly indicate that an order level size re-representation is a solicitation requirement. If an OCO intends to require an order level size re-representation as a condition of order award, they should explicitly make that assertion in the task order solicitation by stating that "Only currently small businesses will be eligible for order award". STARS II prime contractors encountering a NAICS code and size standard in a task order solicitation should look ask the OCO to clarify their intent.

27. DELEGATION OF PROCUREMENT AUTHORITY

27.1. Federal buyers who wish to use STARS II must receive and will benefit from STARS II contract overview training leading to a written Delegation of Procurement Authority ("DPA or "delegation"). A written DPA authorizes warranted contracting officers to become Ordering Contracting Officers (OCOs), and is required **prior** to awarding and for administering Orders.

27.2. The OCO training and written delegation requirement are beneficial because they provide a clear set of roles and responsibilities between the Basic Contract Contracting Officer(s) and OCOs, making it good for all stakeholders. The training and DPA arise out of GSA's obligations to the Office of Management

and Budget, are consistent with Section 865 of the Duncan Hunter National Defense Authorization Act of 2009, P.L. 110-417 (“DHNDAA” or “NDAA 2009”) and are in-line with the related recommendation of the Acquisition Advisory Panel/SARA Panel (authorized by Section 1423 of the Services Acquisition Reform Act of 2003).

27.3. While delegation can only be granted to warranted Contracting Officers, all individuals (i.e. project managers, program officials, etc.) involved with a task order are encouraged to participate in the training.

27.4. No work may be performed; no debt or obligation accrued and no payment may be made except as authorized by a bona-fide written order signed by an OCO having a written STARS II DPA.

IV. CONTRACT REQUIREMENTS

1. CONTRACT MANAGER

1.1. The Contractor shall identify the person selected to fill the role of the Contractor's Contract Manager for the Basic Contract. This individual shall represent the Contractor as a point-of-contact for the ACO to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract. The Contractor shall ensure that the ACO has current point-of-contact information for the Contract Manager. All costs associated with the Contract Manager shall be at no direct cost to the Government.

1.2. The Contractor's corporate management structure shall guarantee senior, high-level, program management of the STARS II GWAC. The Contract Manager duties include, but are not limited to:

- (a) Advising and assisting STARS II customers regarding the technical scope of the Basic Contract and the overall attributes of the STARS II GWAC;
- (b) Providing all reporting information required under the Basic Contract accurately, thoroughly and timely;
- (c) Resolving issues related to Order performance under the Basic Contract;
- (d) Attending meetings and conferences as necessary; and
- (e) Establishing a contractor group email account for 8(a) STARS II contract communications.

2. CONTRACTOR TRAINING

2.1. The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

3. GOVERNMENT PROPERTY

3.1. Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Orders and follow the policies and procedures of FAR Part 45 for providing Government property to

Contractors, Contractors' use and management of Government property, and reporting redistributing and disposing of Contractor inventory.

4. LEASING OF REAL AND PERSONAL PROPERTY

4.1. The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Basic Contract shall:

(a) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or

(b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an 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 Order has specifically approved/allowed such damages as part of the Award. The STARS II Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

4.2. Also see related material in the Pricing Section.

5. PERMITS

5.1. Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits; for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations; and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of any applicable Order issued under the Basic Contract.

6. SECURITY CONSIDERATIONS

6.1. Security requirements will be dictated by agency specific requirements, specified on individual Orders. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), and the National Information Assurance Certification and Accreditation Process

(NIACAP) NSTISSI-1000. The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level..

7. HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)

7.1. The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP). The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level, which may obviate the need for additional HSPD-12 coverage and/or expense – a matter OCOs can determine for each task order opportunity.

7.2. Contractors should look to task order solicitations for guidance on whether or not the customer agency will pay for the HSPD-12 investigation or if the contractor is expected to pay the cost of the investigation. OCOs may require contractor personnel to be HSPD-12 compliant as a condition of order award.

7.3. The Contractor shall insert the above paragraph in all subcontracts when the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system.

8. INFORMATION ASSURANCE (IA)

8.1. Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense. As stipulated in individual Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security. In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

8.2. The Contractor shall report Foreign Interests at the prime and subcontract levels as required by the individual Order. The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or

inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at <http://www.dss.mil/infoas/>.

9. SECURITY CLEARANCES

9.1. The basic contract's pre-established labor categories and associated ceiling prices cover work at the Secret level.

9.2. Individual Orders may require security clearances. Only those Offerors that meet the required security clearance levels on individual Orders shall be able to compete for task orders requiring security clearance(s). When classified work is required on an individual Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by the requiring agency. The DD Form 254 is available at the following site:

<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage51.html>.

9.3. The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data.

10. ORGANIZATIONAL CONFLICT OF INTEREST

10.1. The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level. In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall identify the potential or actual conflict to the OCO for review per FAR 9.5.

11. ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL

11.1. If electronic hardware is procured in an individual Order under the Basic Contract, GSA encourages Contractors to participate in and to utilize the Electronic Products Environmental Assessment Tool (EPEAT). See related FAR clause 52.223-16, found within FAR clause 52.212-5. EPEAT is a procurement tool designed to help institutional purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

11.2. On individuals Orders, when products meeting the IEEE Standard are available, additional consideration may be provided by the OCO in the task order solicitation for products meeting EPEAT Silver or EPEAT Gold registration requirements. The Contractor shall be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. The registration requirements and a list of all equipment meeting the requirements are provided at: www.epeat.net. If EPEAT is applicable on an individual Order, suppliers are required to provide quarterly reports quantifying the number of EPEAT registered products purchased under this contract. The information must be reported in the matrix below, providing the following data for the current quarter, the fiscal year, and the duration of the Order.

	Non-EPEAT Registered Products	Bronze	Silver	Gold
Desktops				
Laptops				
Monitors				

12. ELECTRONIC ACCESS TO CONTRACT

12.1. The Government intends to post and update a non-contractor specific version of the Basic Contract on its STARS II website. The STARS II website will be available to the general public.

13. CONTRACTOR WEBPAGE

13.1. The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor’s Orders through close-out. The webpage shall be prominently located on the website where other Government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor’s ability to provide world-class professional support services under the Basic Contract. At a minimum, this webpage must include the following items:

- (a) the Basic Contract,
- (b) contractor DUNS number,
- (c) prompt payment terms,
- (d) contact information of Contractor’s Program Manager,
- (e) a link to the contractor’s CCR webpage, and
- (f) a link to the GSA STARS II website.

13.2. This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

14. SECTION 508

14.1. All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable. Contractors shall register with the Buy Accessible Data Center at www.buyaccessible.gov within sixty (60) calendar days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current. For more information regarding Section 508 compliance, visit www.section508.gov.

15. INSURANCE

15.1. In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, insurance policies with the following types and minimum amounts shall be maintained through the Basic Contract and task order(s) period of performance. Proof of insurance shall be furnished to the OCO upon request:

(a) Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than \$100,000 for each occurrence;

(b) General Liability, specified at FAR 28.307-2(b) of not less than \$500,000 for each occurrence;

(c) Automobile Liability, specified at FAR 28.307-2(c) of not less than \$200,000 per person and \$500,000 for each occurrence, and property damage liability insurance of not less than \$20,000 for each occurrence;

(d) Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the OCO shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater;

(e) Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the OCO shall require, as

determined by the agency, vessel collision liability and protection and indemnity liability insurance.

16. OFF RAMP

16.1. To ensure success of the STARS II Program, each STARS II Contractor is expected to participate in the STARS II Ordering process by submitting proposals in response to task order solicitations for which the STARS II Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance should it ever not meet the terms of the Orders. If an STARS II Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

- (a) Permitting such Contractor's STARS II Contract to expire instead of exercising the Option; or
- (b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
- (c) Implementing a termination for cause, if applicable; or
- (d) Taking any other action which may be permitted under the STARS II Contract's terms and conditions.

16.2. Prior to exercising the option period, the Contractor will be required to re-represent business size status consistent with FAR 52.219-28 and the associated regulatory framework.

16.3. Constellation II awardees will be required to affirmatively demonstrate that they still maintain an active industry credential (one of those required for initial STARS II contract award) in order to be considered for the option period in Constellation II.

17. MINIMUM CONTRACT SALES

17.1. Contractors awarded a STARS II contract are expected to meet a minimum contract sales (MCS) requirement during the Basic Contract base period. This will promote the success of STARS II by only considering exercising the Basic Contract option period of those awardees that have demonstrated a basic commitment to the STARS II GWAC. The MCS is \$100,000 in Order value for each awardee in Constellation I and \$250,000 in Order value for each awardee in Constellation II. If a contractor is an awardee in both Constellations, the MCS requirement will be that of Constellation II. If the contractor does not meet the applicable MCS requirement during the Basic Contract base period, the

Government simply will not consider exercising the contractor's Basic Contract option period. Again, the Government is prohibited from considering exercising the Basic Contract option period for contractors that fail to promote the success of STARS II by meeting the MCS.

18. ON RAMP

18.1. Consistent with FAR 16.504(c)(1)(ii)(A), the PCO has determined that it is in the Government's best interest that at all times during the term of the Basic Contract, there remain an adequate number of STARS II Contractors eligible to compete for Orders. Over time, the total number of STARS II Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, or other reasons. Recognizing this, GSA intends to periodically review the total number of STARS II Contractors participating in the STARS II Ordering Process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the STARS II Basic Contract. This is a discretionary unilateral authority of the Government.

19. OPEN SEASON PROCEDURES

19.1. If GSA determines that it would be in the Government's best interest to open a new solicitation to add new contractors to the STARS II Contract, the STARS II PCO may do so at any time provided that:

- (a) The open season solicitation is issued under then-applicable federal procurement law;
- (b) The open season solicitation identifies the total approximate number of new awards that the STARS II PCO intends to make. The STARS II PCO may decide to award more or fewer STARS II Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
- (c) Any Contractor that meets the eligibility requirements set forth in the open season solicitation submits a proposal in response to the solicitation; however, existing STARS II Contractors may not hold more than one STARS II Basic Contract at any time;
- (d) The award decision under any open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;

(e) The terms and conditions of any resulting awards from a open season solicitation are materially identical to the existing version of the Basic Contract;

(f) The term for any such new awards from an open season solicitation is co-terminus with the existing term for all other STARS II Contractors, including the option period (if applicable);

(g) If awarded a STARS II Contract through the open season authority , any new STARS II Contractor is eligible to compete for task orders with the same rights and obligations as any other STARS II Contractor; and

(h) The award of any new STARS II Contract(s) does not increase the overall ceiling of the Basic Contract.

20. TECHNICAL REFRESHMENT

20.1. After contract award, the Government may implement technical refreshment of the scope and/or the labor categories consistent with FAR 52.212-4 in order to improve performance or react to changes in technology.

21. ADDITIONAL FAR AND/OR AGENCY SPECIFIC PROVISIONS AND CLAUSES

21.1. Additional FAR provisions and clauses that are complementary to the existing Basic Contract FAR provisions and clauses may be added at the task order level.

21.2. Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations, may be added at the task order level so long as they are not inconsistent with the Basic Contract's terms and do not exceed its scope.

21.3. The OCO is responsible for clearly identifying the applicable provision and clause configuration in task order solicitations.

22. RIGHTS IN DATA

22.1. There are multiple Rights in Data configurations possible. The OCO should ensure that the applicable Rights in Data configuration is clearly assigned to the task order solicitation. OCOs are reminded of their obligations under FAR 1.602-2.

23. CONTRACTOR PARTICIPATION IN WORK SCOPE QUALITY ASSURANCE

23.1. Contract integrity is in the interest of all contracting parties. The Government will only be obligated for work that is in scope and ordered by an Ordering Contracting Officer holding a valid written GSA issued DPA. Contractors are at risk for work not in compliance with the preceding sentence. GSA's Small Business GWAC Center will be pleased to validate the DPA status of the contracting officer awarding a task order for the selected STARS II task order contractor.

V. FAR PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE					
Number	Title	Date	FP	T&M	LH
52.201-1	DEFINITIONS	JUL 2004	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	X	X	X
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007	X	X	X
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006	X	X	X
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	JUN 2008	X	X	X
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	MAR 2009	X		
	ALTERNATE I	OCT 2008		X	X
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997	X	X	X
	ALTERNATE I	OCT 1997	X	X	X
	ALTERNATE IV	OCT 1997	X	X	X
52.216-31	T&M/LH PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION	FEB 2007		X	X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	X	X	X
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION	FEB 2009	X	X	X
52.222-49	SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN	MAY 1989	X	X	X
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION	NOV 2007	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000	X		
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORT A DIPLOMATIC OR	MAY 2008	X	X	X

	CONSULAR MISSION OUTSIDE THE UNITED STATES				
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007	X	X	X
	ALTERNATE I	DEC 2007	X	X	X
	ALTERNATE II	DEC 2007	X	X	X
	ALTERNATE III	DEC 2007	X	X	X
	ALTERNATE IV	DEC 2007	X	X	X
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007	X	X	X
52.227-18	RIGHTS IN DATA – EXISTING WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007	X		
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS	DEC 2007	X	X	X
52.227-22	MAJOR SYSTEMS – MINIMUM RIGHTS	JUN 1987	X	X	X
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	X	X	X
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984	X	X	X
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	X	X	X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	X	X	X
52.232-1	PAYMENTS	APR 1984	X		
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007		X	X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X	X	X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-16	PROGRESS PAYMENTS	JUL 2009	X		
	ALTERNATE I	MAR 2000			
52.232-17	INTEREST	OCT 2008	X	X	X
52.232-18	AVAILABILITY OF FUNDS	APR 1984	X	X	X
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	X		
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	X	X	X
52.233-1	DISPUTES	JUL 2002	X	X	X
	ALTERNATE I	DEC 1991	X	X	X
52.234-4	EARNED VALUE MANAGEMENT SYSTEM	JUN 2006	X	X	X
52.237-1	SITE VISIT	APR 1984	X	X	X
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	X	X	X
52.237-3	CONTINUITY OF SERVICES	JAN 1991	X		
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.242-14	SUSPENSION OF WORK	APR 1984	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X		
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.244-2	SUBCONTRACTS	JUN 2007	X	X	X
52.245-1	GOVERNMENT PROPERTY	JUN 2007	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUN 2007	X	X	X
52.245-9	USE AND CHARGES	JUN 2007	X	X	X
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996	X		
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X		
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

FAR references highlighted in yellow are provisions that are automatically applicable to task order solicitations. An OCO may waive one or more stated provisions that are not required by law by stating in writing the task order solicitation that the specific provision has been waived.

VII. GSAM FULL TEXT PROVISION AND CLAUSES

Number	Title
552.211-72	Reference to Specifications in Drawings
552.211-75	Preservation, Packaging and Packing
	Alternate I
552.211-77	Packing List
	Alternate I
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items
552.217-71	Notice Regarding Option(s)
552.229-71	Federal Excise Tax – DC Government
552.232-70	Invoice Requirements
552.252-6	Authorized Deviations in Clauses

552.211-72 Reference to Specifications in Drawings.

REFERENCES TO SPECIFICATIONS IN DRAWINGS (FEB 1996)

If military or other drawings are made a part of this contract, any reference in the drawings to Federal specifications or standards will be considered to be a reference to the date of such Federal specification or standard identified in the contract. If the date of the Federal specification or standard is not identified in the contract, the edition, including revisions thereto, in effect on the date the solicitation is issued will apply.

(end of clause)

552.211-75 Preservation, Packaging and Packing.

PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

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

(end of clause)

Alternate I (May 2003). Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 Packing List.

PACKING LIST (FEB 1996)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (1) Name and address of the consignor;
- (2) Name and complete address of the consignee;
- (3) Government order or requisition number;
- (4) Government bill of lading number covering the shipment (if any); and
- (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:

- (1) Cardholder name and telephone number and
- (2) The term "Credit Card."

(end of clause)

Alternate I (May 2003).

- (a) (3) Ordering activity order or requisition number;
- (b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:
 - (1) Cardholder name and telephone number; and
 - (2) The term "Credit Card."

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.

CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF
COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

[552.237-70](#) Qualifications of Offerors

(b) *Clauses.*

[552.203-71](#) Restriction on Advertising

[552.211-73](#) Marking

[552.215-70](#) Examination of Records by GSA

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

[552.215-72](#) Price Adjustment—Failure to Provide Accurate Information

[552.219-70](#) Allocation of Orders—Partially Set-Aside Items

[552.228-70](#) Workers' Compensation Laws

[552.229-70](#) Federal, State, and Local Taxes

[552.232-8](#) Discounts for Prompt Payment

[552.232-23](#) Assignment of Claims

[552.232-71](#) Adjusting Payments

[552.232-72](#) Final Payment

[552.232-73](#) Availability of Funds

[552.232-78](#) Payment Information

[552.237-71](#) Qualifications of Employees

[552.238-71](#) Submission and Distribution of Authorized FSS Schedule Price

___	552.238-74	List
___	552.238-75	Industrial Funding Fee and Sales Reporting
___	552.242-70	Price Reductions
___	552.243-72	Status Report of Orders and Shipments
___	552.246-73	Modifications (Multiple Award Schedule)
___	552.246-76	Warranty—Multiple Award Schedule
___		Warranty of Pesticides

(end of clause)

552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

___ [552.223-72](#) Hazardous Material Information

(b) *Clauses.*

___ [552.223-70](#) Hazardous Substances

___ [552.223-71](#) Nonconforming Hazardous Material

[552.238-70](#) Identification of Electronic Office Equipment Providing Accessibility for the Handicapped

[552.238-72](#) Identification of Products that have Environmental Attributes

(end of clause)

552.217-71 Notice Regarding Option(s).

NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing,

by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

(end of provision)

552.229-71 Federal Excise Tax—DC Government.

FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

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

(end of clause)

552.232-70 Invoice Requirements.

INVOICE REQUIREMENTS (SEP 1999)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

See *Contract Administration* Section for more information

(end of clause)

552.252-6 Authorized Deviations in Clauses.

AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) *Deviations to FAR clauses.*

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

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

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

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

(end of clause)

VIII. EVALUATION

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.212-1	Instructions to Offerors— Commercial Items.	JUN 2008
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.222-46	Evaluation of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

(End of Provision)

ADDENDUM TO FAR 52.212-1

The offeror agrees to hold the prices in its offer firm for 365 calendar days (not the 30 calendar days in the default mode of 52.212-1) from the date specified for receipt of offers. GSA desires consistent scope, terms and conditions in the basic contracts resulting from this solicitation, therefore, only one offer will be accepted from a single prime contractor for each Constellation and functional area pairing. Multiple or alternate offers from the same prime contractor constitutes a material nonconformity and will result in all of its offers being rejected.

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award contracts resulting from this solicitation to the responsible offerors whose offers, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following approximately equal factors/criteria shall be used to evaluate offers:

1. RFP Requirements Compliance
2. Contract Administration Plan (CAP),
3. Marketing Action Plan (MAP),
4. Industry Credential (Constellation II only),
5. Past Performance,
6. Price, and
7. Responsibility

See the entirety of this Evaluation Section.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple award indefinite-delivery, indefinite-quantity (MAIDIQ) Contracts.

(End of Provision)

FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government contemplates placing multiple awards resulting from this Solicitation, with the exact number depending upon the quality of the proposals received.

(End of Provision)

FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in Section 33.101 of the FAR, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the CO by obtaining written and dated acknowledgment of receipt from:

General Services Administration
Attn: STARS II Contracting Officer (QTAAC)
1500 E. Bannister Road
Kansas City, MO 64131

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

GSAM 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION. (MAR 2000)

(a) The following definitions apply in this provision:

“Agency Protest Official for GSA” means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

“Deciding official” means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA’s hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
 - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (h)(5)(ii) of this provision, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

(End of provision)

1. GENERAL PROPOSAL INSTRUCTIONS

1.1. There are no projects assigned for STARS II. It is being established as an option for agencies to embrace in meeting their 8(a) procurement preference goals. Agencies will make their own decisions on the benefits of using this GWAC for IT requirements. Warranted Contracting Officers wanting to use STARS II directly may do so. They are first required to complete delegation of procurement authority (DPA) training to effectively use the vehicle, whereupon they will be eligible for a DPA.

1.2. The Offeror shall follow these general proposal instructions. Non-compliance may result in the Offeror being ineligible for award. All proposal information is subject to verification by the Government.

1.3. In order to respond to the STARS II solicitation, offerors shall complete and submit as part of their offer the provisions in the FAR Full Text Provisions and Clauses Section calling for representations and certifications. In addition, offerors are hereby notified that the same or similar provisions may be implemented by Ordering Contracting Officers as new representations and certifications for STARS II task order opportunities.

1.4. Offerors shall assume that the Government has no prior knowledge of the offering entity whatsoever.

1.5. Much of the information in this section is organized by Constellation (a term of art for this solicitation and resulting contracts. See the Scope section for more information on Constellation and functional area (FA) structure.) Offerors are cautioned to ensure they keep track of the applicable Constellation and FA as they prepare and label a response to this solicitation.

1.6. Offerors are expected to examine the RFP and respond based upon an understanding of the entire solicitation document.

1.7. GSA intends to award Contracts without discussions. However, GSA reserves the right to conduct discussions and to permit offerors to revise their proposals if the Contracting Officer deems it is in the Government's interest.

1.8. Only legal entities that are SBA 8(a) certified small business concerns at the time of submission of initial offer that includes pricing will be considered for award as prime contractors in this competitive process. GSA is not awarding subcontracts and doesn't have privity of contract with subcontractors. There are special instructions for 8(a) joint-ventures later in this Evaluation section.

1.9. Offerors may choose to offer under one, or both, Constellations, and under one or more FAs. Offerors may not make their award in one Constellation contingent upon award in the other Constellation. Offerors may not make their award in any FA(s) contingent upon their award in any other FA(s). That would constitute a material nonconformity in the effected Constellations and/or FAs and those offers would be summarily rejected. Offerors must propose in each Constellation and FA combination in which they wish to be considered. In no event will an offeror be considered for a Constellation and FA combination for which it did not specifically submit an offer.

For example, if an offeror only submits a proposal for Constellation II, FA2 and is determined unacceptable because it fails to provide clear and convincing proof that it possesses at least one of the required industry credentials, it will not be further considered for FA2 in Constellation I.

1.10. Complex or costly presentations are neither required nor desired. The completeness, relevance, clarity and conciseness of the proposal pursuant to the Evaluation Section will be important, not the length.

2. PARROTING/CONCLUSORY PROPOSALS

2.1. Mere promises to comply with Contractual requirements are not sufficient. Proposals should not simply parrot back the requirements, but provide convincing salient documentary evidence in support of any conclusory statements relating to promised performance. A lack of effort in the proposal as evidenced by "parroting" reflects upon the offeror's ability and willingness to follow instructions and fulfill its obligations, and may be deemed a significant proposal weakness or proposal deficiency.

3. FAILURE TO RESPOND IN FULL

3.1. Lack of submission of any item required by the Evaluation Section will automatically result in a material nonconformity and the offer will be summarily rejected

4. NEWS RELEASES

4.1. The Contractor shall not make any news release pertaining to this procurement without prior written STARS II Contracting Officer approval.

5. PROPOSAL PREPARATION COSTS

5.1. The Government will not reimburse Offerors for any cost incurred for the preparation, amendment or submission of a proposal in response to this solicitation.

6. ELECTRONIC COPY OF PROPOSAL (NO PAPER)

6.1. Offerors shall submit one (1) electronic proposal, according to the specific proposal instructions in this Section. With the exception of the past performance surveys, paper proposals will be disregarded. All information shall be provided on CD-R (not CD-RW) compact discs, using Microsoft Word 2003 (.doc format) and Microsoft Excel 2003 (.xls format) compatible and/or Adobe Acrobat 7.0 format. Pricing shall be submitted using the RFP's Pricing Worksheet in Microsoft Excel 2003 (.xls format). All CD-R compact disc(s) shall be labeled with the solicitation number, company name and date. Offerors shall ensure that all discs are virus free. Nothing may be on the discs except the proposal files. If a submitted disc contains a virus, trojan, worm, spybot or other form of malware, the offer will be summarily rejected.

7. PROPRIETARY DATA

7.1. Offerors submitting proprietary data will mark them as follows in accordance with the requirements of FAR 52.215-1(e) (JAN 2004), which is incorporated by reference. FAR 52.215-1(e) (JAN 2004) states:

7.2. "Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall:

(a) Mark the title page with the following legend:

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a Contract is awarded to this Offeror or quoter as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets).

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

8. PROPOSAL FORMAT AND LIMITATIONS

8.1. Offerors shall use the following format:

- (a) Page size shall be 8.5 x 11 inches;
- (b) Pages shall be single-spaced;
- (c) The font size shall be no less than twelve (12) point except for tables, charts, graphs and figures, which shall be no smaller than eight (8) point; text in “screen shot”, intended for representation of the actual item, are exempt from font size requirements when there is accompanying text explaining them;
- (d) Top and bottom margins shall be at least one-inch. Margins may contain a disclaimer regarding proprietary information in the footer and provide corporate logos in the header within the one-inch top and bottom margins. Side margins shall be at least ¾-inch;
- (e) Tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules and plans;
- (f) Pages should be numbered to support review; and
- (f) A page refers to a single side of an 8.5 x 11 piece of paper.

9. PROPOSAL DUE DATE, PACKAGING AND DISTRIBUTION

9.1. Proposals are due no later than 2:30 P.M., Central Time Zone, on Wednesday, September 2, 2009. All of the offeror’s proposals for all FAs and Constellations proposed upon must be submitted in a single common outer package to the address below. Failure to properly address the outer cover of an offer may cause the delivery of the offer to be late and thereby rejected. This is the only method by which proposals will be accepted.

General Services Administration
Office of Business & Support Services (6ADB)
1500 E. Bannister Road, Room 1161
Kansas City, MO 64131
Attention: STARS II Contracting Officer

9.2. Each offer/proposal (all required items from an offeror for all Constellations and FAs applied for) must be submitted in the single common outer package mentioned above. Offerors are cautioned that the Government will not attempt to assemble separate packages into an integrated whole. A contractor needing to change anything, even one

page or one word, in a submitted offer must resubmit the new offer in its totality and properly withdraw the previous offer.

9.3. The Government shall not assume that the order of receipt of offers from an offeror denotes/has any meaning or intent.

9.4. Multiple/alternate offers from the same prime contractor constitute a material nonconformity and will result in all of its offers being summarily rejected.

9.5. In addition to the main offer, out of an abundance of caution, Offerors sometimes send in duplicate/identical offers by different methods to facilitate timely delivery. Such duplicate offers shall be clearly labeled as a “DUPLICATE OFFER” on the offer packaging and on the face of the duplicate disc(s) so that the Government won’t have to guess at the offeror’s intent, which would lead to a finding of material nonconformity and result in all of its offers being summarily rejected. Time is of the essence for the community of interests involved in a competition such as this. Even if it is possible, the Government simply can not slow the process down to determine if two offers from the same offeror which seem to apparently be for the same thing, are identical or not. An offeror’s failure to clearly mark offers that are duplicates with the designated label “DUPLICATE OFFER” on the outer packaging of the duplicate offer(s) and the face of the duplicate disc(s) constitutes a material nonconformity and will result in all of its offers being summarily rejected. By the preceding statements, we are explicitly raising the prescribed labeling requirement from what might be argued is a matter of “form”, to one that is materially substantive in that it reflects upon the offeror’s ability and willingness to follow instructions and fulfill its obligations.

9.6. An offeror choosing to withdraw an earlier timely submitted offer and replace it with a new timely submitted one must do so completely, and not piecemeal. The new offer shall clearly indicate its standing relative to any existing offer on the common outer package and on the face of the disc(s) so the Government won’t have to guess at the offeror’s intent, which would lead to a finding of material nonconformity and all of its offers being summarily rejected. The Government does not intend to read through offers to compare and interpret which might be the most viable candidate for “newest offer status” or otherwise. An offeror’s failure to clearly mark an offer that it wishes to replace another one with by designating its standing relative to any existing offer as enumerated above constitutes a material nonconformity and will result in all of its offers being summarily rejected. By the preceding statements, we are explicitly raising the prescribed labeling requirement from what might be argued is a matter of “form”, to one that is materially substantive in that it reflects upon the offeror’s ability and willingness to follow instructions and fulfill its obligations.

9.7. Please complete your due diligence and afford plenty of time to timely submit an offer.

10. DISPOSITION OF PROPOSALS

10.1. Each proposal will be dispositioned by the Government pursuant to its records policy.

11. SPECIAL INSTRUCTIONS FOR 8(a) JOINT-VENTURES

11.1. 8(a) joint-ventures entail special considerations based upon 13 CFR 124.513 and related regulations. Parties interested in forming an 8(a) joint-venture should perform due diligence on the requirements of forming an 8(a) joint-venture and coordinate with their servicing SBA office in order to understand responsibilities and expectations.

11.2. The joint-venture agreement satisfying the SBA program requirements shall be submitted with the offer. Failure to submit a copy of the joint-venture agreement with the offer shall result in the offer being summarily rejected. Joint-venture offers must be made in the name of the joint-venture entity. The joint-venture agreement must identify the 8(a) managing venturer, the joint-venture members and who will have signature authority on behalf of the joint-venture. The party signing the offer for the joint-venture should be listed as having such authority. Except for verification of each joint-venture members size status, it is the joint-venture as a whole, and not the individual members that submits the information required of offerors. Said another way, a joint-venture needs to provide the proposal information as a combined business entity, not individually. The experience and past performance of qualifying joint-venture members automatically inheres to the combined joint-venture business entity. The managing venturer and each joint-venture member shall submit separate certifications and representations mandated by the solicitation. Since this is a multiple-award IDIQ procurement, we consider the “dollar value of the procurement” to be the cumulative estimated value of the multiple award contracts including options, which is \$10 billion.

12. ADDITIONAL JOINT-VENTURE INSTRUCTIONS FOR SBA 8(A) MENTOR-PROTÉGÉ ARRANGEMENTS

12.1. Each Offeror relying upon its status in an SBA approved mentor-protégé relationship [13 CFR 121.103(h)(3)(iii) and 13 CFR 124.520] shall submit clear and convincing evidence of that SBA approved relationship with its Offer.

12.2. Because GSA is relying on the SBA approved Mentor-Protégé agreement/arrangement document for evaluation purposes, failure to provide a copy with the Offer shall result in the Offer being summarily rejected. GSA is not obligated to acquire this information for an offeror.

12.3. Only SBA 8(a) Mentor-Protégé arrangements will be considered for award as a Mentor-Protégé prime contractor pairing, as only SBA 8(a) Mentor-Protégé duos are applicable federal Government wide.

13. POINT OF CONTACT FOR STARS II SOLICITATION

13.1. The STARS II Contracting Officer is the sole point of contact for this acquisition. Address any questions or concerns to the STARS II Contracting Officer. Written requests for clarification may be sent via e-mail to the PCO at S2@gsa.gov. Official RFP documentation, including RFP amendments, and other related information are only available at FedBizOpps, www.fedbizopps.gov

14. CONFLICTS OF INTEREST


14.1. The Government may use the services of contractors, including the Spencer Reed Group, in administrative support of the Contracting Officer.

15. ORGANIZING THE OFFER

15.1. The Scope Section describes the Constellation and FA structure of the STARS II GWAC, which is summarized in the table below.


Constellation and Functional Area Taxonomy	FA1 NAICS 541511	FA2 NAICS 541512	FA3 NAICS 541513	FA4 NAICS 541519
<u>Constellation I</u> Technical Proficiency and Competitive Prices	X	X	X	X
<u>Constellation II</u> ISO 9001:2000 or ISO 9001:2008 or CMMI Level II (or higher) - DEV or CMMI Level II (or higher) - SVC with Technical Proficiency and Competitive Prices	X	X	X	X

15.2. The following tables show the manner in which GSA requires offerors to organize the electronic offer(s). The folders and subfolders directly correspond to offer materials that are further described below.



COMPACT DISC: Constellation I

- CAP (one CAP per Constellation) & the completed SF 1449
- MAP (one MAP per Constellation)
- Filled-In Clauses & Provisions
- Responsibility
- FA1 (if offering in FA1)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)
- FA2 (if offering in FA2)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)
- FA3 (if offering in FA3)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)
- FA4 (if offering in FA4)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)



COMPACT DISC: Constellation II

- CAP (one CAP per Constellation) & the completed SF 1449
- MAP (one MAP per Constellation)
- Filled-In Clauses & Provisions
- Industry Credential
- Responsibility
- FA1 (if offering in FA1)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)
- FA2 (if offering in FA2)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)
- FA3 (if offering in FA3)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)
- FA4 (if offering in FA4)
 - Past Performance (FA specific completed surveys and summary)
 - Pricing (FA specific)

15.3. Per instructions above about common outer packaging for proposals, it is acceptable that offerors pursuing more than one Constellation submit both discs together but be advised, all documentation (including the disc(s)) must be CLEARLY LABELED with the OFFEROR NAME, CONSTELLATION I (“C1”) and FA(s) OR CONSTELLATION II (“C2”) and FA(s), respectively.

15.4. GSA intends to look in the designated folders and subfolders for proposal content that is suppose to be there. GSA does not intend to look in alternate folders/subfolders to find missing information.

A. CONSTELLATION I

A.1. METHOD OF CONTRACT AWARD

A.1.1. The Government intends to make multiple awards under Constellation I and under each of the four Functional Areas to those responsible offerors whose proposals comply with all the solicitation requirements, and are evaluated as technically acceptable, receive favorable financial evaluation and the Government has been able to determine the price fair and reasonable.

A.1.2. In accordance with FAR 52.212-1, the Government reserves the right to award on the basis of initial proposals without holding discussions. However, the Government reserves the right to conduct discussions.

A.1.3. The Government reserves the right to proceed with awards within FAs in sequences of its choosing, and to proceed with awards within FAs that do not require clarifications or certificates of competency.

A.2. EVALUATION CRITERIA

A.2.1. In order to be eligible for award, an offer must conform to the RFP requirements and be evaluated as technically acceptable with a fair and reasonable evaluated price determination. An offer that is deemed unacceptable by the Government on any (even a single) evaluation criterion is ineligible for award.

A.2.2. The approximately equal evaluation criteria for award are:

1. RFP Requirements Compliance
2. Contract Administration Plan (CAP),
3. Marketing Action Plan (MAP),
4. Past Performance,
5. Price, and
6. Responsibility

A.3. COMPLIANCE WITH THE RFP REQUIREMENTS

A.3.1. An offer will be deemed **compliant** when it is obvious to the Government that the offer, without exception or imposition of condition, unconditionally agrees to the terms and conditions of this RFP.

A.3.2. An offer will be deemed **noncompliant**, further evaluations will cease and the offer will be ineligible for Contract award if it: (a) takes exception to any of the terms and conditions of the RFP, or (b) imposes additional conditions, or (c) omits material information required by the RFP.

A.4. CONTRACT ADMINISTRATION PLAN (CAP)

A.4.1. The CAP will be deemed **Acceptable** if it clearly and convincingly demonstrates, in twenty (20) pages or less, adequate assurance of the offeror's of ability and plans to 1) fulfill the scope through contract compliant subcontracting risk mitigation and management and 2) perform contract reporting responsibilities identified in the Contract Administration Section.

A.4.2. The CAP will be deemed **Unacceptable** if the offeror fails to clearly and convincingly provide, in twenty (20) pages or less, adequate assurance of 1) planning for and being able to carry out subcontracting risk mitigation and management, and 2) contract reporting responsibilities identified in the Contract Administration Section. Conclusory statements without support are not acceptable (see previous 'parroting' caution) and/or a compliance matrix are insufficient to be deemed acceptable, and will result in the offer being unacceptable and ineligible for further evaluation.

A.5. MARKETING ACTION PLAN (MAP)

A.5.1. The MAP will be **Acceptable** when it completely, thoroughly, clearly and convincingly provides, in twenty (20) pages or less, a marketing strategy for the 8(a) STARS II contract demonstrating 1) understanding of the roles and relationships of the Small Business GWAC Center and 8(a) STARS II industry partners (offerors may refer to www.gsa.gov/8astars for context), 2) the differences between and value propositions of Direct Acquisitions and Assisted Acquisitions, 3) a plan for socioeconomic-based marketing to federal customers, 4) a plan for core-competency-based marketing to federal customers and 5) a contract life cycle savvy outline of offeror achievable short range (1 year) and mid-range plans (2-4 years) to maximize its opportunities under 8(a) STARS II.

A.5.2. The MAP will be used for evaluation purposes only. The MAP will not be incorporated in the resulting 8(a) STARS II contract.

A.5.3. The MAP will be **Unacceptable** when it fails to provide, in twenty (20) pages or less, a marketing strategy for the 8(a) STARS II contract satisfying all of the preceding five (5) MAP topics.

A.6. PAST PERFORMANCE

A.6.1. Recent past contractual performance can shed light on the reliability of an offeror. It provides a basis for making an assessment of the probability that an offeror will do what it has promised to do in future contractual performance. Offerors having consistently satisfied their contractual customers are likely to satisfy future ones as well. The burden of providing thorough, organized and complete past performance information rests with the offeror. Offerors shall presume no Government employees have personal knowledge of any offeror.

A.6.1. Dun and Bradstreet Open Ratings reports are not required or desired.

A.6.2. Offerors may submit (up to) a six (6) page summary per FA (per Constellation) describing their past performance efforts. This six (6) page summary is intended to be open-ended for Offerors to provide whatever information they believe may be relevant to the Government as it evaluates its proposal under the Past Performance Evaluation factor.

A.6.3. The past performance for a given FA will **Qualify** when two recent, similar, favorable examples (per FA) of the offering prime contractor's successful project completion are demonstrated using the past performance survey attachment. Do not furnish past performance of offeror's subcontractors. Offerors are responsible for submitting completed past performance surveys in the electronic proposal(s).

- To be considered **recent**, each project must have been completed no more than two (2) years prior to the original offer deadline.
- To be considered **similar**, each project must be valued above \$100,000 and clearly demonstrate and each primarily consists of work associated with the FA.
- To be considered **favorable**, the offeror must demonstrate that it has an acceptable or higher past performance record.

A.6.4. Offerors shall not assume GSA has any Past Performance records at hand and shall not assume any member of GSA has personal knowledge of the offeror's past performance.

A.6.5. GSA will consider commercial and exclusively federal Past Performance equally. GSA reserves the right to verify Past Performance provided and may use broad discretion in considering additional Past Performance sources, such as the Past Performance Information Retrieval System (PPIRS, www.ppirs.gov). GSA retains the right to validate the sources and content of past performance survey information.

A.6.6. If the joint-venture is formed through an SBA approved 8(a) mentor-protégé arrangement, only the past performance in which the mentor and protégé participated together is eligible, and will still be subject to the gamut of the past performance evaluation. That being said, past performance examples where the protégé completed work outside the mentor-protégé arrangement will also be evaluated, subject to the gamut of the past performance evaluation.

A.6.7. A **neutral rating** for past contractual performance is possible if there is a TOTAL ABSENCE of qualifying past contractual performance information, and not a failure to submit even a single instance of qualifying past contractual performance information that does exist. GSA reserves the right to consider additional past performance based upon its broad discretion.

A.6.8. Failure to submit qualifying past contractual performance information when it exists shall be deemed a material nonconformity and result in the offer being summarily rejected.

A.6.9. GSA intends to implement the assignment of neutral past performance ratings consistent with the exclusion/exclusionary approach identified in Metcalfe Construction Company, Inc., v. The United States and Lend Lease ACTUS (Intervenor), COFC No. 02-5C, September 24, 2002 (Metcalfe).

A.7. PRICE EVALUATIONS

A.7.1. Each offeror shall propose ceiling fully burdened labor rates, a/k/a “ceiling rates” in the pricing schedules for **ALL** labor categories and all contract periods under each Functional Area for which the offeror is proposing. Offerors shall use the MS-Excel Pricing Worksheet (a/k/a “Worksheet”) for this purpose. The only alterations to the Worksheet should be the placement/completion of ceiling rates by the offeror in the designated locations. The offeror completed worksheet shall be submitted to GSA in MS-Excel 2003 format. Any other format may be unreadable by GSA and will result in the pricing not being considered, resulting in a material non-conformity and ineligibility in the functional area(s).

A.7.2. The Worksheet reflects a desire for geographically-focused/locality-based ceiling rates. GSA believes that geographically-honed ceiling rates will add significant value to STARS II. The geographic localities are the same as those in the 2008 General Schedule locality area definitions listed at:

<http://www.opm.gov/flsa/oca/08tables/indexGS.asp>

A.7.3. There is a tab in the Worksheet showing Pricing Guideline Coefficients (PGCs) alongside locality areas. The PGCs were calculated by looking at differentials in the pay scales of the General Schedule (GS) locality areas. GSA intends to utilize each locality area’s PGC as a measure of price differentials between localities. While not deterministic of price reasonableness, the PGCs will be used (and considered) during the evaluation of the competitiveness of offered pricing. GSA will also be sharing the PGCs in the STARS II Ordering Guide as they may be useful in assessing task order labor rate pricing also.

A.7.4. FAILURE TO OFFER CEILING RATES FOR ALL LABOR CATEGORIES, IN ALL LOCALITIES, AND FOR ALL CONTRACT PERIODS UNDER THE FUNCTIONAL AREA(S) PROPOSED SHALL RESULT IN OFFER INELIGIBILITY IN THE FUNCTIONAL AREA(S) IN WHICH THE OMISSION OCCURS. THIS MEANS THAT THE OMISSION OF A RATE FOR JUST A SINGLE LABOR CATEGORY WILL RESULT IN A MATERIAL NON-CONFORMITY IN THE AFFECTED FA.

For instance, Offeror XYZ proposes in both constellations, all functional areas and leaves a single CLIN empty on the pricing schedule in Constellation I in Functional Area 3, resulting in its offer for Constellation I, FA 3 being ineligible for further consideration. However, XYZ's remaining offers continue to be evaluated.

A.7.5. The offeror's proposed ceiling rates will be evaluated consistent with FAR 15.4. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case. Therefore, unconscionably high and/or low labor rates are very undesirable. **OFFERORS TAKE HEED - EVEN A SINGLE UNCONSCIONABLY HIGH LABOR RATE ON A SINGLE CLIN IN A SINGLE YEAR SHALL RESULT IN OFFER REJECTION.**

A.7.6. All line items must stand alone and not be dependent upon the ordering of any other line items. Making ceiling rates dependent upon additional conditions not contemplated in the solicitation will amount to a material nonconformity and will result in offer rejection

A.7.7. Constellation I and II pricing is independent. GSA will not apply Constellation I pricing to Constellation II, or vice-versa, when evaluating an offeror's proposal.

A.7.8. Because GSA intends to evaluate offers inclusive of the option period, the total evaluated price that will be used in the price evaluation case will be the Base Period extended/grand total (which, if utilized properly, the Worksheet will calculate for the offeror) plus the Option Period extended/grand total. Offerors are reminded of the Basic Contract escalation methodology established for the Basic Contract Option in the Pricing Section. To establish the Option Period extended/grand total that will be evaluated, year five (5) ceiling rates will be consistently applied for years six (6) – ten (10) too.

A.7.9. The Government will pay particularly close attention to the offered year five (5) ceiling rates. If the Government detects significant risk resulting from unbalanced pricing in year five (5) ceiling rates/an offeror attempting to "buy in" in order to have a more favorable evaluated pricing for the Option Period that GSA believes might jeopardize performance, those offers may be rejected on that basis alone.

A.8. RESPONSIBILITY

A.8.1. Responsibility determinations shall be conducted consistent with the Federal Acquisition Regulations. Each offeror shall initially submit with its offer a Professional Compensation Plan and its policy on Uncompensated Overtime which will be evaluated as a matter of offeror responsibility. Apparently successful offerors will later also undergo a financial responsibility determination.

A.8.2. The Government is concerned with the quality and stability of the work force to be employed on this contract. Because it may impair the Offeror's ability to attract and retain competent professional service employees, professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements. The basic contract labor categories are for professional employees, inclusive of Government and contractor site, who will work under this contract. Offerors shall submit a total compensation plan setting forth their salary ranges and fringe benefits proposed. Offerors shall not identify specific subcontractors in this information. If the Offeror does not currently have employees to correlate a specific labor category or labor categories, the Offeror must explain its methodology for establishing labor rates for such labor categories. Supporting information may include data such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

A.8.3. Each Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

A.8.4. Apparent successful Offerors will later receive a financial responsibility evaluation in accordance with FAR Subpart 9.1. Firms selected for award consideration may be asked to supply a completed GSA Form 527, Contractor Qualification and Financial Information as part of the Government's responsibility determination. (View form at the following website: www.gsa.gov/forms.) This is not required as part of the proposal package subject to the response deadline; however, Offerors must be prepared to respond to following requests for information within three (3) calendar days of the Government's request:

- (a) Ownership Information;
- (b) Government Financial Aid and Indebtedness;
- (c) Financial Statements; and
- (d) Income Statement, and Banking and Finance Company Information.

B. CONSTELLATION II

B.1. METHOD OF CONTRACT AWARD

B.1.1. The Government intends to make multiple awards under Constellation I and under each of the four Functional Areas to those responsible offerors whose proposals comply with all the solicitation requirements, and are evaluated as technically acceptable, receive favorable financial evaluation and the Government has been able to determine the price fair and reasonable.

B.1.2. In accordance with FAR 52.212-1, the Government reserves the right to award on the basis of initial proposals without holding discussions. However, the Government reserves the right to conduct discussions.

B.1.3. The Government reserves the right to proceed with awards within FAs in sequences of its choosing, and to proceed with awards within FAs that do not require clarifications or certificates of competency.

B.2. EVALUATION CRITERIA

B.2.1. In order to be eligible for award, an offer must conform to the RFP requirements and be evaluated as technically acceptable with a fair and reasonable evaluated price determination. An offer that is deemed unacceptable by the Government on any (even a single) evaluation criterion is ineligible for award.

B.2.2. The approximately equal evaluation criteria for award are:

1. RFP Requirements Compliance
2. Contract Administration Plan (CAP),
3. Marketing Action Plan (MAP),
4. Industry Credential,
5. Past Performance,
6. Price, and
7. Responsibility

B.3. COMPLIANCE WITH THE RFP REQUIREMENTS

B.3.1. An offer will be deemed **compliant** when it is obvious to the Government that the offer, without exception or imposition of condition, unconditionally agrees to the terms and conditions of this RFP.

B.3.2. An offer will be deemed **noncompliant**, further evaluations will cease and the offer will be ineligible for Contract award if it: (a) takes exception to any of the terms and conditions of the RFP, or (b) imposes additional conditions, or (c) omits material information required by the RFP.

B.4. CONTRACT ADMINISTRATION PLAN (CAP)

B.4.1. The CAP will be deemed **Acceptable** if it clearly and convincingly demonstrates, in twenty (20) pages or less, adequate assurance of the offeror's of ability and plans to 1) fulfill the scope through contract compliant subcontracting risk mitigation and management and 2) perform contract reporting responsibilities identified in the Contract Administration Section.

B.4.2. The CAP will be deemed **Unacceptable** if the offeror fails to clearly and convincingly provide, in twenty (20) pages or less, adequate assurance of 1) planning for and being able to carry out subcontracting risk mitigation and management, and 2) contract reporting responsibilities identified in the Contract Administration Section. Conclusory statements without support are not acceptable (see previous 'parroting' caution) and/or a compliance matrix are insufficient to be deemed acceptable, and will result in the offer being unacceptable and ineligible for further evaluation.

B.5. MARKETING ACTION PLAN (MAP)

B.5.1. The MAP will be **Acceptable** when it completely, thoroughly, clearly and convincingly provides, in twenty (20) pages or less, a marketing strategy for the 8(a) STARS II contract demonstrating 1) understanding of the roles and relationships of the Small Business GWAC Center and 8(a) STARS II industry partners (offerors may refer to www.qsa.gov/8astars for context), 2) the differences between and value propositions of Direct Acquisitions and Assisted Acquisitions, 3) a plan for socioeconomic-based marketing to federal customers, 4) a plan for core-competency-based marketing to federal customers and 5) a contract life cycle savvy outline of offeror achievable short range (1 year) and mid-range plans (2-4 years) to maximize its opportunities under 8(a) STARS II.

B.5.2. The MAP will be used for evaluation purposes only. The MAP will not be incorporated in the resulting 8(a) STARS II contract.

B.5.3. The MAP will be **Unacceptable** when it fails to provide, in twenty (20) pages or less, a marketing strategy for the 8(a) STARS II contract satisfying all of the preceding five (5) MAP topics.

B.6. INDUSTRY CREDENTIAL

B.6.1. In order for an offeror to be considered for an award in Constellation II, the offeror must possess one or more of the following four (4) credentials:

ISO 9001:2000
ISO 9001:2008
CMMI Level II (or higher) – DEV
CMMI Level II (or higher) – SVC

B.6.2. There is no additional evaluation value given to an offeror who presents proof of possessing more than one of the identified credentials as this evaluation criterion is simply measured as acceptable or unacceptable. These credentials are widely accepted commercial demonstrations that certified organizations have formalized business processes.

B.6.3. Constellation II offerors must possess and demonstrate clear and convincing proof of at least one of the above credentials at the time of initial offer submission including pricing. In an 8(a) joint-venture it is the 8(a) managing venturer that must possess the industry credential.

B.6.4. Regarding 8(a) Mentor – Protégé joint venture offerors: a Mentor’s industry credential(s) will apply to the protégé during evaluation of offers.

B.7. PAST PERFORMANCE

B.7.1. Recent past contractual performance can shed light on the reliability of an offeror. It provides a basis for making an assessment of the probability that an offeror will do what it has promised to do in future contractual performance. Offerors having consistently satisfied their contractual customers are likely to satisfy future ones as well. The burden of providing thorough, organized and complete past performance information rests with the offeror. Offerors shall presume no Government employees have personal knowledge of any offeror.

B.7.2. Dun and Bradstreet Open Ratings reports are not required or desired.

B.7.3. Offerors may submit (up to) a six (6) page summary per FA (per Constellation) describing their past performance efforts. This six (6) page summary is intended to be open-ended for Offerors to provide whatever information they believe may be relevant to the Government as it evaluates its proposal under the Past Performance Evaluation factor.

B.7.4. The past performance for a given FA will **Qualify** when two recent, similar, favorable examples (per FA) of the offering prime contractor’s successful project completion are demonstrated using the past performance survey. Do not furnish past performance of offeror’s subcontractors. Offerors are responsible for submitting completed past performance surveys in the electronic proposal(s).

- To be considered **recent**, each project must have been completed no more than two (2) years prior to the original offer deadline.
- To be considered **similar**, each project must be valued above \$100,000 and clearly demonstrate and each primarily consists of work associated with the FA.

- To be considered **favorable**, the offeror must demonstrate that it has an acceptable or higher past performance record.

B.7.5. Offerors shall not assume GSA has any Past Performance records at hand and shall not assume any member of GSA has personal knowledge of the offeror's past performance.

B.7.6. GSA will consider commercial and exclusively federal Past Performance equally. GSA reserves the right to verify Past Performance provided and may use broad discretion in considering additional Past Performance sources, such as the Past Performance Information Retrieval System (PPIRS, www.ppirs.gov). GSA retains the right to validate the sources and content of past performance survey information.

B.7.7. If the joint-venture is formed through an SBA approved 8(a) mentor-protégé arrangement, only the past performance in which the mentor and protégé participated together is eligible, and will still be subject to the gamut of the past performance evaluation. That being said, past performance examples where the protégé completed work outside the mentor-protégé arrangement will also be evaluated, subject to the gamut of the past performance evaluation.

B.7.8. A **neutral rating** for past contractual performance is possible if there is a TOTAL ABSENCE of qualifying past contractual performance information, and not a failure to submit even a single instance of qualifying past contractual performance information that does exist. GSA reserves the right to consider additional past performance based upon its broad discretion.

B.7.9. Failure to submit qualifying past contractual performance information when it exists shall be deemed a material nonconformity and result in the offer being summarily rejected.

B.7.10. GSA intends to implement the assignment of neutral past performance ratings consistent with the exclusion/exclusionary approach identified in Metcalfe Construction Company, Inc., v. The United States and Lend Lease ACTUS (Intervenor), COFC No. 02-5C, September 24, 2002 (Metcalfe).

B.11. PRICE EVALUATIONS

B.11.1. Each offeror shall propose ceiling fully burdened labor rates, a/k/a "ceiling rates" in the pricing schedules for **ALL** labor categories and all contract periods under each Functional Area for which the offeror is proposing. Offerors shall use the MS-Excel Pricing Worksheet (a/k/a "Worksheet") for this purpose. The only alterations to the Worksheet should be the placement/completion of ceiling rates by the offeror in the designated locations. The offeror completed worksheet shall be submitted to GSA in MS-Excel 2003 format. Any other format may be unreadable by GSA and will result in the pricing not being considered, resulting in a material non-conformity and ineligibility in the functional area(s).

B.11.2. The Worksheet reflects a desire for geographically-focused/locality-based ceiling rates. GSA believes that geographically-honed ceiling rates will add significant value to STARS II. The geographic localities are the same as those in the 2008 General Schedule locality area definitions listed at:

<http://www.opm.gov/flsa/oca/08tables/indexGS.asp>

B.11.3. There is a tab in the Worksheet showing Pricing Guideline Coefficients (PGCs) alongside locality areas. The PGCs were calculated by looking at differentials in the pay scales of the General Schedule (GS) locality areas. GSA intends to utilize each locality area's PGC as a measure of price differentials between localities. While not deterministic of price reasonableness, the PGCs will be used (and considered) during the evaluation of the competitiveness of offered pricing. GSA will also be sharing the PGCs in the STARS II Ordering Guide as they may be useful in assessing task order labor rate pricing also.

B.11.4. FAILURE TO OFFER CEILING RATES FOR ALL LABOR CATEGORIES, IN ALL LOCALITIES, AND FOR ALL CONTRACT PERIODS UNDER THE FUNCTIONAL AREA(S) PROPOSED SHALL RESULT IN OFFER INELIGIBILITY IN THE FUNCTIONAL AREA(S) IN WHICH THE OMISSION OCCURS. THIS MEANS THAT THE OMISSION OF A RATE FOR JUST A SINGLE LABOR CATEGORY WILL RESULT IN A MATERIAL NON-CONFORMITY IN THE AFFECTED FA.

For instance, Offeror XYZ proposes in both constellations, all functional areas and leaves a single CLIN empty on the pricing schedule in Constellation I in Functional Area 3, resulting in its offer for Constellation I, FA 3 being ineligible for further consideration. However, XYZ's remaining offers continue to be evaluated.

B.11.5. The offeror's proposed ceiling rates will be evaluated consistent with FAR 15.4. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case. Therefore, unconscionably high and/or low labor rates are very undesirable. **OFFERORS TAKE HEED - EVEN A SINGLE UNCONSCIONABLY HIGH LABOR RATE ON A SINGLE CLIN IN A SINGLE YEAR SHALL RESULT IN OFFER REJECTION.**

B.11.6. All line items must stand alone and not be dependent upon the ordering of any other line items. Making ceiling rates dependent upon additional conditions not contemplated in the solicitation will amount to a material nonconformity and will result in offer rejection

B.11.7. Constellation I and II pricing is independent. GSA will not apply Constellation I pricing to Constellation II, or vice-versa, when evaluating an offeror's proposal.

B.11.8. Because GSA intends to evaluate offers inclusive of the option period, the total evaluated price that will be used in the price evaluation case will be the Base Period extended/grand total (which, if utilized properly, the Worksheet will calculate for the offeror) plus the Option Period extended/grand total. Offerors are reminded of the Basic Contract escalation methodology established for the Basic Contract Option in the Pricing Section. To establish the Option Period extended/grand total that will be evaluated, year five (5) ceiling rates will be consistently applied for years six (6) – ten (10) too.

B.11.9. The Government will pay particularly close attention to the offered year five (5) ceiling rates. If the Government detects significant risk resulting from unbalanced pricing in year five (5) ceiling rates/an offeror attempting to "buy in" in order to have a more favorable evaluated pricing for the Option Period that GSA believes might jeopardize performance, those offers may be rejected on that basis alone.

B.12. RESPONSIBILITY

B.12.1. Responsibility determinations shall be conducted consistent with the Federal Acquisition Regulations. Each offeror shall initially submit with its offer a Professional Compensation Plan and its policy on Uncompensated Overtime which will be evaluated as a matter of offeror responsibility. Apparently successful offerors will later also undergo a financial responsibility determination.

B.12.2. The Government is concerned with the quality and stability of the work force to be employed on this contract. Because it may impair the Offeror's ability to attract and retain competent professional service employees, professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements. The basic contract labor categories are for professional employees, inclusive of Government and contractor site, who will work under this contract. Offerors shall submit a total compensation plan setting forth their salary ranges and fringe benefits proposed. Offerors shall not identify specific subcontractors in this information. If the Offeror does not currently have employees to correlate a specific labor category or labor categories, the Offeror must explain its methodology for establishing labor rates for such labor categories. Supporting information may include data such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

B.12.3. Each Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

B.12.4. Apparent successful Offerors will later receive a financial responsibility evaluation in accordance with FAR Subpart 9.1. Firms selected for award consideration may be asked to supply a completed GSA Form 527, Contractor Qualification and Financial Information as part of the Government's responsibility determination. (View form at the following website: www.gsa.gov/forms.) This is not required as part of the

proposal package subject to the response deadline; however, Offerors must be prepared to respond to following requests for information within three (3) calendar days of the Government's request:

- (a) Ownership Information;
- (b) Government Financial Aid and Indebtedness;
- (c) Financial Statements; and
- (d) Income Statement, and Banking and Finance Company Information.