

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 29
2. AMENDMENT/MODIFICATION NO. PA07	3. EFFECTIVE DATE 08/08/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE GWAC CENTER 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDERAL NETWORK SYSTEMS, LLC 1300 N. 17th Street, Suite 1200 Arlington, VA 22209-3802	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/> 9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0029
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 05/01/2009
CODE DUNS: 133424023	FACILITY CODE CAGE: 1PTG2

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)


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

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

The purpose of this modification is to: (1) Revise Section B.5; (2) Incorporate Attachments 7 and 7A into Section J of the contract; (3) Revise Section G.6.2; (4) Revise Section G.9.7 (5) Revise Section G.9.8.1 (6) Move FAR Clause 52.211-11 from Section E.1 into F.1 (7) Revise Section F.2 to include period of performance; (8) Revise paragraph Section H.1; (9) Revise/ Update Section H.1 provision matrix; (10) Update Section I.2 clause matrix; (11) Update Section I.2.1 clause matrix; (12) Replace Section I.9 FAR Clause; (13) Update Section I.13 GSAM clause 552.232.3; (14) Incorporate by Reference Section I.15 FAR clause 52.209-9 into Section I.2 clause matrix; and (15) Deobligate the minimum contract guarantee to the Basic Contract.

See summary of changes on the following pages.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN CAVADIAS Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 08/08/2012

Modification PA07 is hereby issued to reflect the following administrative changes:

1. REVISE Section B.5 Contract Access Fee to clarify how to show CAF in proposals. (Full text attached below.)
2. INCORPORATE Attachment 7 and 7A of Section J into the contract: GWAC Management Module CLIN Reporting Format. (Full text attached in Modification.)
3. REVISE Section G.6.2 Program Office Meetings. A clarification of the required contractor attendees and schedule. (Full text attached in Modification.)
4. REVISE Section G.9.7 Contractor Administrative Reporting. (Full text attached in Modification.)
 - a. REMOVE the words in G.9.7(c) Purchase Data: “accepted invoice” and REPLACE with the words: “paid or accepted invoice” concerning the contractor’s reporting requirements.
 - b. ADD the sentence in G.9.7(c) Purchase Data: “If CAF payment credit/debit adjustments are made, such as from paid invoices not matching accepted invoices (that were previously reported), the contractor shall adjust and reconcile CAF payment data with purchase data in the GMM.”
 - c. ADD the sentence in G.9.7(c) Purchase Data: “The contractor shall report purchase data in accordance to Section J Attachment 7 GWAC Management Module CLIN reporting format.”
 - d. ADD the sentence in G.9.7(c) Purchase Data: Zero Purchase Data: “If no Purchase Data was received during a required reporting period for a specific task order, the contractor shall report in the ‘Zero Purchase Data’ screen located in the GMM system for that particular task order.
 - e. REMOVE the sentence in G.9.7(c) Purchase Data: “The GWAC Management Module categorized direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.” REPLACE with the sentence: “ODCs, for exclusive purpose of reporting in CLIN# C00 of the GWAC Management Module, is hereby defined as written within the ‘Instruction’ columns in Attachment 7 of Section J of the contract, ‘*GWAC Management Module CLIN Reporting Format.*’ Thus, this definition of ODCs does not correspond to the FAR’s definition.”
 - f. Other minor administrative changes, as noted in the attached Section G.9.7 full text, made to clarify sub-sections G.9.7 (a), (b), (c), and (d).

5. REVISE first sentence: Section G.9.8.1 Annual Order Close-out Report: “As long as the contractor has open and/or expired Orders on the contract, the Contractor shall submit the Annual Order Close-Out Report to the Alliant ACO at Alliant@gsa.gov, on or before May 30th of each year until the completion of the basic contract and all Orders.
6. MOVE FAR Clause 52.211-11 (Liquidated Damages – Supplies, Services or Research and Development from Section E.1 to F.1.
7. REVISE F.2 TERM OF BASIC CONTRACT to include period of performance of the basic contract
8. REVISE Paragraph H.1 of the Basic Contract – Change clause to provision
9. REVISE/UPDATE Provision matrix at H.1
10. UPDATE, INSERT and REMOVE clauses in Clause matrix at I.2
11. UPDATE and REMOVE clauses in Clause matrix at I.2.1
12. REPLACE I.9 FAR Clause 52.232-32* PERFORMANCE-BASED PAYMENT (JAN 2008), WITH FAR Clause 52.232-32* PERFORMANCE-BASED PAYMENT (APR 2012) in full text.
13. DELETE Section I.13 GSAM 552.232-72 FINAL PAYMENT (SEP 1999) in its entirety and REPLACE with Section I.13 GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012) in full text.
14. DELETE Section I.15 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS, in its entirety and REPLACE with Section I.15 RESERVED. FAR 52.209-9 will be Incorporated By Reference in I.2 Clause Matrix
15. De-obligate the minimum contract guarantee to the Basic Contract

1. REVISE Section B.5 Contract Access FEE. (Full text attached below.)

The Contract Access Fee (CAF) is a required GSA fee that is fixed at $\frac{3}{4}$ of one percent (i.e., 0.0075). This fee shall never to be treated as a negotiable element between the contractor and ordering agency. CAF shall be applied to the total price for contractor performance as billed to the Government.

The basic formula is: Total CAF = Total Price * CAF Percentage.

The total CAF collected per Order may be capped at a set amount to be determined by the Alliant GWAC Program Office. For more information on this cap, please see the Alliant website (<http://www.gsa.gov/alliant>).

The Contractor shall estimate CAF in their proposals to the ordering agency for all Orders, regardless of contract- type. It is preferable to the government that an agency's OCO fund CAF as a separate Contract Line Item Number (CLIN), especially for Cost-type contracts. It is acceptable, although not always preferable, for the ordering agency to fund CAF as embedded costs in the CLINS. For example, on Labor Hour CLINS, OCOs may require a contractor to include CAF in their fully-burdened Loaded Hourly Labor Rate. If the ordering agency chooses this option of embedding the CAF in the CLINS, versus a separate CAF CLIN, the OCO must clearly state those required terms in the Task Order Request (TOR), RFP, or RFQ document.

The Contractor remits the CAF to GSA in accordance with Section G.9.5.

2. INCORPORATE Attachment 7 and 7A of Section J into the contract: GWAC Management Module CLIN Reporting Format. This provides further detail of the mandatory reporting requirement established in Alliant Contract Section G.9.7 Contractor Administrative Reporting. (Full text attached below.)

GWAC Management Module Contract Line Item Number Reporting Format

The GSA GWAC Management Module contains unique Contract Line Item Numbers (CLINs) that are specifically defined for the Alliant GWAC (see Attachment A, 2nd column). Reporting in the GWAC Management Module is mandatory per Alliant Contract Section G.9.7 Contractor Administrative Reporting.

This contract attachment specifically outlines the reporting data requirements for the Purchase Data (Sales/Invoices).

There are three methods to enter purchase data in the GWAC Management Module.

- 1) Direct or manual entry of each labor category;
- 2) Uploading a Batch File containing CLIN data pertaining to a single invoice or multiple invoices across multiple orders (called Upload Package). Two file formats accepted: Comma separated value (CSV) file and MS Excel spreadsheet file (XLS format or any other current MS Excel version);
- 3) System-to-system via Web Services.

The GWAC Management Module technical instructions (video) for Purchase Data reporting can be found at the GSA website: <https://web.itss.gsa.gov/Login>

All tutorials on Videos are currently the following: (1) GWAC Registration, (2) Create an Order Package, (3) Purchase Data Basics, (4) Purchase Data Single Upload, (5) Purchase Data Multiple Upload, (6) Enter Zero Purchase Data, (7) Contract Access Fee (CAF) Payment, and (8) Pay.gov. Related videos may be modified or added throughout the term of the contract.

Reporting Using GMM CLINs

The below tables outlines the Cost Elements that shall be reported based on the Task Order Contract Type.

CONTRACT TYPES - T&M/Labor Hour Orders use:

Table 1

GMM CLIN	Cost Element (shall report)	Instruction
011- 400	80 Labor Categories	Enter any applicable T&M Labor CLIN as shown in the Attachment A. <u>NOTE:</u> Purchase Line Quantity shall reflect the number of hours worked; Purchase Line Unit shall reflect “HR”; Purchase Line Price shall reflect the labor rate per hour.
999	Specialized Labor Category	Enter any new labor cost not included in the 80 T&M Labor Categories. <u>NOTE:</u> Purchase Line Quantity shall reflect the number of hours worked; Purchase Line Unit shall reflect “HR”; Purchase Line Price shall reflect the labor rate per hour. The Government may require the contractor to remap a “Specialized Labor Category” if it is determined within

		the capability of any one of the 80 Alliant labor categories.
A00	Materials	Enter Materials amount as defined in FAR 16.601(a) Time-and-materials contracts, with the exception of Travel costs. <u>Note:</u> Do not include Travel.
B00	Travel	Enter travel costs, including indirect travel costs.
D00	Contract Access Fee (CAF)	Enter the CAF amount <u>NOTE:</u> Including CAF credit/debit adjustments, if applicable.
X00	Not Elsewhere Classified	As directed by the GSA GWAC personnel. <u>NOTE:</u> The Government may require the contractor to remap a “Not Elsewhere Classified” item if it is determined to apply to an existing reportable data element.

CONTRACT TYPES - Cost Reimbursement (CR) Orders (or any variation of CR) use:

Table 2

GMM CLIN	Cost Element (shall report)	Instruction
094	COST	Enter Direct Labor as a Lump Sum amount. <u>Note:</u> Do not include materials.
B00	Travel	Enter travel costs, including indirect travel costs.
C00	ODC	Enter a total amount to include direct materials costs, and other direct costs not previously identified as a direct labor costs. <u>Note:</u> Do not include Travel or Award/Fixed/Incentive Fee.

D00	Contract Access Fee (CAF)	Enter the CAF amount (CAF must be stated on invoices). <u>NOTE:</u> Including CAF credit/debit adjustments, if applicable.
G00	Award/Fixed/Incentive Fees	If applicable, enter this Fee amount
X00	Not Elsewhere Classified	Enter total indirect costs on labor and material (including overhead, and G&A expenses).

CONTRACT TYPES - Fixed Price (FP) Orders (or any variation of FP) use:

Table 3

GMM CLIN	Cost Element (shall report)	Instruction
H00	FIXED PRICE	Enter direct labor, direct material, indirect costs (including overhead, and G&A expenses), and profit as a Lump Sum amount. <u>Note:</u> Do not include Travel.
B00	Travel	Enter travel costs, including indirect travel costs.
D00	Contract Access Fee (CAF)	Enter the CAF <u>NOTE:</u> Include CAF credit/debit adjustments, if applicable.
G00	Award/Fixed/Incentive Fees	If applicable, enter this Fee amount.
X00	Not Elsewhere Classified	Only use as directed by the GSA GWAC personnel.

In addition, the following applies:

- 1) When reporting T&M/LH task orders, the Contractor shall record in the GMM in the following format when selecting any of the 80 Labor Categories:

Purchase Line Type	(Select/cite any of the 80 T&M Labor Categories)
Purchase Line Unit	HR
Purchase Line Price	(Insert labor rate charged per hour)
Purchase Line Quantity	(Insert number of hours worked)

NOTE: Contractors shall not input employee names in the GMM.

- 2) For Hybrid Contract types, the required Cost Elements appropriate to the individual Contract Type used in the hybrid contract must be reported in the GWAC Management Module.
- 3) Alliant Contractors submitting invoices to the **Ordering Contracting Officer** shall clearly show the CAF as a separate CLIN for Orders anticipated to reach or exceed the below thresholds.

The CAF threshold amounts are:

Issued By	Order Amount	CAF Threshold
Direct Order Client	\$20 M/per year	\$150,000/per year
GSA Assisted	\$13.3M/per year	\$100,000/per year

(Per Year calculation is from date of Order award)

- 4) The GMM CLIN numbering is cited when utilizing the Comma Separated Value (CSV) file and Excel spreadsheet file (XLS format or any other current MS Excel version); uploading feature to the GWAC Management Module. Further instructions on Batch Uploading can be found at <https://web.itss.gsa.gov/Login>.

List of Section J/Attachment 7A

Attachment 7A – Contract Labor ID and GMM CLIN List

ATTACHMENT 7A

Contract Labor ID No.	GMM CLIN	Labor Category	TYPE
101G-1/101C-1	011	Administration/Clerical (Entry Level)	LABOR
101G-2/101C-2	012	Administration/Clerical (Journeyman)	LABOR
101G-3/101C-3	013	Administration/Clerical (Senior)	LABOR
102G-1/102C-1	021	Applications Developer (Entry Level)	LABOR
102G-2/102C-2	022	Applications Developer (Journeyman)	LABOR
102G-3/102C-3	023	Applications Developer (Senior)	LABOR
102G-4/102C-4	024	Applications Developer (Master)	LABOR
103G-1/103C-1	031	Applications Systems Analyst (Entry Level)	LABOR
103G-2/103C-2	032	Applications Systems Analyst (Journeyman)	LABOR
103G-3/103C-3	033	Applications Systems Analyst (Senior)	LABOR
103G-4/103C-4	034	Applications Systems Analyst (Master)	LABOR
104G/104C	040	Business Process Consultant	LABOR
105G/105C	050	Business Systems Analyst	LABOR
106G/106C	060	Chief Information Security Officer	LABOR
107G/107C	070	Computer Scientist	LABOR
108G/108C	080	Computer Forensic and Intrusion Analyst	LABOR
109G-1/109C-1	091	Configuration Management Specialist (Journeyman)	LABOR
109G-2/109C-2	092	Configuration Management Specialist (Senior)	LABOR
109G-3/109C-2	093	Configuration Management Specialist (Master)	LABOR
110G/110C	100	Data Architect	LABOR
111G-1/111C-1	111	Data Warehousing Specialist (Entry Level)	LABOR
111G-2/111C-2	112	Data Warehousing Specialist (Journeyman)	LABOR
111G-3/111C-3	113	Data Warehousing Specialist (Senior)	LABOR
111G-4/111C-4	114	Data Warehousing Specialist (Master)	LABOR
112G-1/112C-1	121	Database Specialist (Entry Level)	LABOR
112G-2/112C-2	122	Database Specialist (Journeyman)	LABOR
112G-3/112C-3	123	Database Specialist (Senior)	LABOR
112G-4/112C-4	124	Database Specialist (Master)	LABOR
113G-1/113C-1	131	Disaster Recovery Specialist (Journeyman)	LABOR
113G-2/113C-2	132	Disaster Recovery Specialist (Senior)	LABOR
114G/114C	140	Enterprise Architect	LABOR
115G/115C	150	ERP Analyst	LABOR
116G/116C	160	ERP Business/Architectural Specialist	LABOR
117G/117C	170	Financial Analyst	LABOR
118G/118C	180	GIS Analyst/Programmer	LABOR

119G/119C	190	Graphics Specialist	LABOR
120G/120C	200	Groupware Specialist	LABOR
121G-1/121C-1	211	Hardware Engineer (Entry Level)	LABOR
121G-2/121C-2	212	Hardware Engineer (Journeyman)	LABOR
121G-3/121C-3	213	Hardware Engineer (Senior)	LABOR
121G-4/121C-4	214	Hardware Engineer (Master)	LABOR
122G-1/122C-1	221	Helpdesk Specialist (Entry Level)	LABOR
122G-2/122C-2	222	Helpdesk Specialist (Journeyman)	LABOR
122G-3/122C-3	223	Helpdesk Specialist (Senior)	LABOR
123G-1/123C-1	231	Information Assurance/Security Specialist (Entry Level)	LABOR
123G-2/123C-2	232	Information Assurance/Security Specialist (Journeyman)	LABOR
123G-3/123C-3	233	Information Assurance/Security Specialist (Senior)	LABOR
123G-4/123C-4	234	Information Assurance/Security Specialist (Master)	LABOR
124G/124C	240	Information Specialist/Knowledge Engineer	LABOR
125G/125C	250	Modeling and Simulation Specialist	LABOR
126G-1/126C-1	261	Network Specialist (Entry Level)	LABOR
126G-2/126C-2	262	Network Specialist (Journeyman)	LABOR
126G-3/126C-3	263	Network Specialist (Senior)	LABOR
126G-4/126C-4	264	Network Specialist (Master)	LABOR
127G/127C	270	Program Manager	LABOR
128G/128C	280	Project Manager	LABOR
129G-1/129C-1	291	Quality Assurance Specialist (Entry Level)	LABOR
129G-2/129C-2	292	Quality Assurance Specialist (Journeyman)	LABOR
129G-3/129C-3	293	Quality Assurance Specialist (Senior)	LABOR
129G-4/129C-4	294	Quality Assurance Specialist (Master)	LABOR
130G/130C	300	Research Analyst	LABOR
131G/131C	310	Strategic/Capital Planner	LABOR
132G-1/132C-1	321	Subject Matter Expert (Journeyman)	LABOR
132G-2/132C-2	322	Subject Matter Expert (Senior)	LABOR
132G-3/132C-3	323	Subject Matter Expert (Master)	LABOR
133G/133C	330	Systems Engineer	LABOR
134G/134C	340	Technical Editor	LABOR
135G/135C	350	Technical Writer	LABOR
136G-1/136C-1	361	Test Engineer (Entry Level)	LABOR
136G-2/136C-2	362	Test Engineer (Journeyman)	LABOR
136G-3/136C-3	363	Test Engineer (Senior)	LABOR
137G-1/137C-1	371	Training Specialist (Entry Level)	LABOR
137G-2/137C-2	372	Training Specialist (Journeyman)	LABOR
137G-3/137C-3	373	Training Specialist (Senior)	LABOR
138G-1/138C-1	381	Voice/Data Communications Engineer (Entry Level)	LABOR
138G-2/138C-2	382	Voice/Data Communications Engineer (Journeyman)	LABOR
138G-3/138C-3	383	Voice/Data Communications Engineer (Senior)	LABOR
138G-4/138C-4	384	Voice/Data Communications Engineer (Master)	LABOR
139G/139C	390	Web Content Analyst	LABOR
140G/140C	400	Web Designer	LABOR
	999	Specialized Labor Category	LABOR

	094	Cost Labor (lump sum)	LABOR
	H00	Fixed Price (lump sum)	LABOR
	A00	Materials	
	B00	Travel	
	C00	ODC	
	D00	Contract Access Fee (CAF)	
	G00	Award/Fixed/Incentive Fees	
	X00	Not Elsewhere Classified	

3. REVISE Section G.6.2 Program Office Meetings. A clarification of the required contractor attendees and schedule. (Full text attached below)

Program Office Meetings provide a platform for Contractors, GWAC Center staff and agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, and address Basic Contract fundamentals.

The Government will choose to hold up to four (4) meetings per year via web-casting or at a government facility, a commercial conference center, or a mutually agreed-upon contractor facility on a rotational basis. All meetings will be scheduled, arranged, and directed by the GSA Government Program Managers and other Government representatives. Program Office Meetings will be held at a location anywhere within the U.S.A. with suitable conference facilities.

For all Program Office Meetings, the Contractor participants shall include at least one of the two Key Personnel representatives (Program Manager or Contract Administrator) and may also include one corporate officer, sales/business development manager, operations manager, or any other appropriate Contractor representative with considerable responsibilities over the Alliant contract.

One of the four required Program Office Meetings may include either a breakout session (session) or a separate Program Office Meeting (meeting) dedicated specifically to Alliant Contract Administration issues. Therefore, the Contractor’s Contract Administrator shall attend and participate in this session or meeting, which will not exceed more than one full workday per year. This session or meeting may be held in conjunction with any one of the other scheduled meetings or independently at a different time and location. The GSA Alliant Contracting Officer will announce, allowing ample time for planning, the location and date of the Contract Administration session or meeting. In the event that the Contractor’s Contract Administrator is unable to attend, a suitable representative from the Contractor’s contract department should attend in their place. The purpose of the Alliant Contract Administration session or meeting is to focus on Alliant contracting matters, including contract compliance, relevant federal policy, administrative performance, and other topical contractual concerns with the objective to further promote collaborative partnering among all Industry Partners and Government through open discussions and the exchange of information and ideas.

4. REVISE Section G.9.7 Contractor Administrative Reporting. (Full text attached in Modification, with noted changes: Highlighted text is new verbiage.)

G.9.7 Contractor Administrative Reporting

The following defines the administrative reporting requirements under the Basic Contract. ~~All of the reporting data specified here shall be provided~~ The contractor shall provide the following data electronically via the GWAC Management Module which can be accessed at <http://itss.gsa.gov>.

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all **orders not issued by GSA** in the ~~non~~ IT Solution Shop (ITSS) ~~Orders~~ within thirty (30) calendar days of Order award. Award data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Order Description (i.e. Type of Project)
- (4) Predominant Contract Type (i.e. T&M, CPFF, FFP, etc.)
- (5) Issuing Ordering Contracting Officer (OCO)
- (6) Initial Period of Performance
- (7) Award Date
- (8) Award Obligated/Funded Amount

Note: Order Award data issued through ITSS will automatically populate into the GWAC Management Module.

(b) Modification Data – The contractor shall report all **modifications not issued by GSA in** ~~non~~ ITSS ~~Modifications~~ within thirty (30) calendar days from the date of each Modification. Modification data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Modification Number
- (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)

- (5) Issuing OCO
- (6) Modification Period of Performance
- (7) Modification Date
- (8) Modification Obligated/Funded Amount

Note: Modification data issued through ITSS will automatically populate into the GWAC Management Module.

(c) Purchase Data – The contractor shall report purchase data from each **paid or accepted invoice** within 30 calendar days after the end of the reporting quarter. **If CAF payment adjustments are made, such as from paid invoices not matching accepted invoices (that were previously reported), the contractor shall adjust and reconcile CAF payment data with purchase data in the GMM.** Purchase data includes, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
 - (a) On-Site and Off-Site Labor Categories for T&M/Labor Hour (including non-Alliant/specialized labor categories) **(Time & materials or labor hour task orders only)**
 - (b) Cost **Reimbursement** Labor
 - (c) Fixed Price Labor
 - (d) Loaded Hourly Labor Rates or Direct Labor rates as applicable. **(Time & materials or labor hour task orders only)**
 - (e) Award/Fixed/Incentive Fees, **as applicable**
 - (f) Travel, **as applicable**
 - (g) Other Direct Costs (ODCs), **as applicable**
 - (h) Materials (for T&M **task orders only**)

Note: Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

Note: ~~The GWAC Management Module categorized direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.~~ ODCs, for exclusive purpose of reporting in CLIN# C00 of the GWAC Management Module, is hereby defined as written within the 'Instruction' columns in Attachment 7 of Section J of the contract, 'GWAC Management Module CLIN Reporting Format.' Thus, this definition of ODCs does not correspond to the FAR's definition.

The contractor shall report purchase data in accordance to Section J Attachment 7 GWAC Management Module CLIN reporting format.

Zero Purchase Data: If no Purchase Data was received during a required reporting period for a specific task order, the contractor shall report in the "Zero Purchase Data" screen located in the GMM system for that particular task order.

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within 30 calendar days after the end of the reporting quarter. CAF and Purchase Data Reporting shall be based on calendar year, quarterly reporting.

Calendar Quarters	CAF Reporting Date
1 st Quarter January 1 st – March 31 st	April 30 th
2 nd Quarter April 1 st – June 30 th	July 30 th
3 rd Quarter July 1 st – September 30 th	October 30 th
4 th Quarter October 1 st – December 31 st	January 30 th

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher/Check Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each 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.

5. REMOVE FAR Clause 52.111-11 from Section E.1 of the Alliant Contract

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.211-11	LIQUIDATED DAMAGES—SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNATE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001		X	
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984		X	
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001			X
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT—FIXED PRICE	AUG 1996	X		
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT—COST REIMBURSEMENT	MAY 2001		X	
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984	X	X	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB 1999	X	X	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

6. INSERT FAR Clause 52.111-11 into Section F.1 of the Alliant Contract.

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.211-8	TIME OF DELIVERY	JUN 1997	X	X	X
52.211-8	ALTERNATE I	APR 1984	X	X	X

52.211-8	ALTERNATE II	APR 1984	X	X	X
52.211-8	ALTERNATE III	APR 1984	X	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X
52.211-9	ALTERNATE I	APR 1984	X	X	X
52.211-9	ALTERNATE II	APR 1984	X	X	X
52.211-9	ALTERNATE III	APR 1984	X	X	X
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	
52.242-15	ALTERNATE I	APR 1984		X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.247-34	F.O.B. DESTINATION	NOV 1991	X		
52.247-35	F.O.B. DESTINATION WITH CONSIGNEES PREMISES	APR 1984	X		

7. REVISE F.2 TERM OF BASIC CONTRACT. The Contract term is one (1) five-year base period with one (1) five-year option period. (See Sections I.7 and I.8) with: **The contract term is one (1) five-year base period (1 May 2009 – 30 April 2014) with one (1) five-year option period (1 May 2014 – 30 April 2019).** (See Sections I.7 and I.8.)

8. REVISE Paragraph H.1 of the Basic Contract FROM: “The following clauses apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order.”; TO: “The following provisions apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable.”

9. REPLACE provision matrix at H.1 with the following:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.211-6	BRAND NAME OR EQUAL	AUG 1999	X	X	X
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS AND ENERGY PROGRAM USE	APR 2008	X	X	X
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERICAL ITEMS	FEB 2012	X		X
52.212-3*	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS	APR 2012	X		X
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 2010	X	X	X
52.215-20*	ALTERNATE I	OCT 2010	X	X	X
52.215-20	ALTERNATE II	OCT 1997	X	X	X
52.215-20*	ALTERNATE III	OCT 1997	X	X	X
52.215-20*	ALTERNATE IV	OCT 2010	X	X	X
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009	X	X	X
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			X
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			X
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007			X
52.217-5	EVALUATION OF OPTIONS	JUL 1990	X	X	X
52.225-2*	BUY AMERICAN ACT CERTIFICATE	FEB 2009	X	X	X
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	JUN 2009	X	X	X
52.225-6*	TRADE AGREEMENTS CERTIFICATE	JAN 2005	X	X	X
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007	X	X	X
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	JUL 2006	X	X	X
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST-AWARD IBR	JUL 2006	X	X	X
52.234-4*	EARNED VALUE MANAGEMENT SYSTEM	JUL 2006	X	X	X

(Note: Provision numbers followed by an asterisk () require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

10. UPDATE, INSERT and REMOVE clauses in Clause matrix at I.2:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.202-1	DEFINITIONS	JAN 2012	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	X	X	
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010	X	X	X
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	X	X	X
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	X	X	X
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN2010	X	X	X
52.204-2	SECURITY REQUIREMENTS	AUG 1996	X	X	X
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011	X	X	X
52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012	X	X	X
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	X	X	X
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012	X	X	X
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	JUL 2010	X	X	X
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	X	X	X
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995	X	X	X
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT 2008	X	X	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010	X	X	X
52.209-9	UPDATE OF PUBLICITY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012	X	X	X
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012	X	X	
52.211-5	MATERIALS REQUIREMENTS	AUG 2000	X	X	X

52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	X	X	X
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	X	X	X
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010	X	X	X
52.215-2	ALTERNATE I	MAR 2009	X	X	X
52.215-2	ALTERNATE II	APR 1998	X	X	X
52.215-2	ALTERNATE III	JUN 1999	X	X	X
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	X	X	X
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	X	X	X
52.215-9	ALTERNATE I	OCT 2010	X	X	
52.215-9	ALTERNATE II	OCT 2010	X	X	
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011	X	X	X
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011	X	X	X
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010	X	X	X
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010	X	X	X
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	X	X	X
52.215-14	ALTERNATE I	OCT 1997	X	X	X
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	X	X	X
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003	X	X	X
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	X	X	X
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	X	X	X
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 2010	X	X	X
52.215.21	ALTERNATE I	OCT 2010	X	X	X
52.215-21	ALTERNATE II	OCT 1997	X	X	X
52.215-21	ALTERNATE III	OCT 1997	X	X	X
52.215-21	ALTERNATE IV	OCT 2010	X	X	X
52.215-23	LIMITATIONS ON PASS-THROUGH	OCT 2009	X	X	X
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	X		X
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	X		X
52.216-6*	PRICE REDETERMINATION—RETROACTIVE	OCT 1997	X		X
52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2011		X	X
52.216-8	FIXED FEE	JUN 2011		A	X
52.216-10	INCENTIVE FEE	JUN 2011		X	X
52.216-11*	COST CONTRACT-NO FEE	APR 1984		X	X
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		X	
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	X		X

52.216-16	ALTERNATE I	APR 1984	X		X
52.216-17*	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS	OCT 1997	X		X
52.216-17	ALTERNATE I	APR 1984	X		X
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	X		
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	X	X	X
52.217-9*	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	X	X	X
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JAN 2011	X	X	X
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011	X	X	X
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2011	X	X	X
52.219-9	ALTERNATE II	OCT 2001	X	X	X
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999	X	X	X
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	X	X	X
52.222-2*	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		A	
52.222-3	CONVICT LABOR	JUN 2003	X	X	X
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	X	X	X
52.222-26	EQUAL OPPORTUNITY	MAR 2007	X	X	X
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	X	X	X
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	X	X	X
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	X	X	X
52.222-36	ALTERNATE I	JUN 1998	X	X	X
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	X	X	X
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009	X	X	X
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	X	X	X
52.223-3*	ALTERNATE I	JUL 1995	X	X	X
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE I	MAY 2011	X	X	X
52.223-5	ALTERNATE II	MAY 2011	X	X	X
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	X	X	X
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	X	X	X
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	X	X	X

52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003	X	X	X
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007	X	X	X
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007	X	X	X
52.223-16	ALTERNATE I	DEC 2007	X	X	X
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008	X	X	X
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	X	X	X
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011	X	X	X
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	X	X	X
52.224-2	PRIVACY ACT	APR 1984	X	X	X
52.225-1	BUY AMERICAN ACT –SUPPLIES	FEB 2009	X	X	X
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2012	X	X	X
52.225-5	TRADE AGREEMENTS	MAY 2012	X	X	X
52.225-8	DUTY-FREE ENTRY	OCT 2010	X	X	X
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	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 SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	X	X	X
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	X	X	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	X	X	
52.227-3	PATENT INDEMNITY	APR 1984	X	X	
52.227-3*	ALTERNATE I	APR 1984	X	X	
52.227-3*	ALTERNATE II	APR 1984	X	X	
52.227-5*	WAIVER OF INDEMNITY	APR 1984	X	X	
52.227-9	REFUND OF ROYALTIES	APR 1984	X		
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER	DEC 2007	X	X	
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)	DEC 2007	X	X	
52.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT	DEC 2007	X	X	
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007	X	X	X
52.227-14	ALTERNATE I	DEC 2007	X	X	X
52.227-14*	ALTERNATE II	DEC 2007	X	X	X
52.227-14*	ALTERNATE III	DEC 2007	X	X	X
52.227-14	ALTERNATE IV	DEC 2007	X	X	X
52.227-14*	ALTERNATE V	DEC 2007	X	X	X

52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	A	A	
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	X	X	X
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED 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 SYSTEM – 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
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	X	X	X
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	X		
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996		X	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	X		X
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003	X		X
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	X		X
52.229-8*	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		X	
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003		X	X
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012	X	X	X
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2012	X	X	X
52.230-5	COST ACCOUNTING STANDARDS— EDUCATIONAL INSTITUTION	OCT 2010	X	X	X
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	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
52.232-7	ALTERNATE I	FEB 2007			X
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	X		X
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	X	X	X
52.232-11	EXTRAS	APR 1984	X		
52.232-12*	ADVANCE PAYMENTS	MAY 2001	X	X	X
52.232-12	ALTERNATE I	APR 1984	X	X	X
52.232-12*	ALTERNATE II	MAY 2001		X	
52.232-16*	PROGRESS PAYMENTS	APR 2012	X		
52.232-16	ALTERNATE I	MAR 2000	X		
52.232-17	INTEREST	OCT 2010	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	X	
52.232-20	LIMITATION OF COST	APR 1984		X	

52.232-22	LIMITATION OF FUNDS	APR 1984		X	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	X	X	X
52.232-23	ALTERNATE I	APR 1984	X	X	X
52.232-25	PROMPT PAYMENT	OCT 2008	X	X	X
52.232-25	ALTERNATE I	FEB 2002		X	X
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003	X	X	X
52.232-36	PAYMENT BY THIRD PARTY	FEB 2010	X	X	X
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999	X	X	X
52.233-1	DISPUTES	JUL 2002	X	X	X
52.233-1	ALTERNATE I	DEC 1991	X	X	X
52.233-3	PROTEST AFTER AWARD	AUG 1996	X		X
52.233-3	ALTERNATE I	JUN 1985		X	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	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	X	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003		X	X
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997	X	X	X
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	X	X	X
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	X	X	X
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001		X	X
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		X	X
52.242-13	BANKRUPTCY	JUL 1995	X	X	X
52.243-1	CHANGES – FIXED-PRICE ALTERNATE I	AUG 1987	X		
52.243-1	ALTERNATE I	APR 1984	X		
52.243-1	ALTERNATE II	APR 1984	X		
52.243-1	ALTERNATE III	APR 1984	X		
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987		X	
52.243-2	ALTERNATE I	APR 1984		X	
52.243-2	ALTERNATE II	APR 1984		X	
52.243-2	ALTERNATE V	APR 1984		X	
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000			X
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	X	X	X
52.243-7*	NOTIFICATION OF CHANGES	APR 1984	X	X	X
52.244-2*	SUBCONTRACTS	OCT 2010	X	X	X
52.244-2	ALTERNATE I	JUN 2007		X	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	X	X	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010	X	X	X
52.245-1	GOVERNMENT PROPERTY	APR 2012	X	X	X
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012	X	X	X

52.245-9	USE AND CHARGES	APR 2012	X	X	X
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	X		
52.246-19	ALTERNATE I	APR 1984	X		
52.246-19	ALTERNATE II	APR 1984	X		
52.246-19	ALTERNATE III	APR 1984	X		
52.246-20*	WARRANTY OF SERVICES	MAY 2001	X		
52.246-23	LIMITATION OF LIABILITY	FEB 1997	X	X	
52.246-24	LIMITATION OF LIABILITY – HIGH VALUE ITEMS	FEB 1997	X	X	
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997	X	X	X
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	X	X	X
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	X	X	X
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	X	X	X
52.248-1*	VALUE ENGINEERING	OCT 2010	X	X	X
52.248-1	ALTERNATE I	APR 1984	X	X	X
52.248-1	ALTERNATE II	FEB 2000	X	X	X
52.248-1	ALTERNATE III	APR 1984	X	X	X
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012	X		X
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	X		
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		X	
52.249-6	ALTERNATE IV	SEP 1996			X
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	X		
52.249-14	EXCUSABLE DELAYS	APR 1984		X	X
52.250-5	SAFETY ACT – EQUITABLE ADJUSTMENT	FEB 2009	X	X	X
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012	X	X	X
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN 1991		X	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	X	X	X

11. UPDATE and REMOVE clauses in Clause matrix at I.2.1:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	FEB 2012	X		
52.212-4	ALTERNATE I	OCT 2008			X
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	JUL 2012	X		
52.212-5	ALTERNATE I	FEB 2000	X		
52.212-5	ALTERNATE II	JUL 2012	X		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010	X	X	X

12. REPLACE I.9 FAR Clause 52.232-32* PERFORMANCE-BASED PAYMENT (JAN 2008), WITH FAR Clause 52.232-32* PERFORMANCE-BASED PAYMENT (APR 2012) in full text.

PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract’s description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor’s request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert “30th”] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any

of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either pre-designated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

13. DELETE Section I.13 GSAM 552.232-72 FINAL PAYMENT (SEP 1999) in its entirety and replace with Section I.13 GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012) in full text.

**I.13 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACT
(NOV 2009)**

Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C.15), a release may also be required of the assignee.

(End of clause)

14. DELETE Section I.15 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS, in its entirety and REPLACE with Section I.15 RESERVED. FAR 52.209-9 will be Incorporated By Reference in I.2 Clause Matrix.
15. Section B.4 of the Basic contract specified a MINIMUM CONTRACT GUARANTEE of \$2,500. As a result of the Task Order IND12PD18993 awarded to Federal Network Systems LLC, on 18 APR 2012, the minimum contract guarantee has been satisfied. Therefore, the government hereby de-obligates the funded minimum contract guarantee of \$2,500.