

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE AND TERM OF CONTRACT

This is a firm fixed price indefinite delivery, indefinite quantity type contract. All Task Orders issued against this contract will be firm fixed price.

The term of this contract will be 3 years (base period) from the date of award, with two 1-year options. The total term of the contract will not exceed 5 years.

H.2 AUTHORIZED USERS

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, September 17, 2009, as modified from time to time.

H.3 MINIMUM REVENUE GUARANTEE

The minimum revenue guarantee (MRG) amount for each award will be \$1,000.

H.4 MAXIMUM CONTRACT VALUE

The total maximum contract value is \$900 Million.

H.5 ELECTRONIC ACCESS TO CONTRACT VIA INTERNET

The Contractor is hereby advised that a redacted version of the contract and all modifications shall be made available on the Internet. Within 15 calendar days of the base award and all modifications, the Contractor shall provide the proposed redacted contract to the GSA PCO for approval. The Contractor shall prepare the proposed redacted version in accordance with Freedom of Information Act guidance. After receiving approval from the GSA PCO, the Contractor shall post the redacted contract to its public web site. As necessary, and upon approval of the GSA PCO, the Contractor shall correct and repost redactions at no additional cost to the Government.

The redacted version of the contract shall include current contract period pricing.

H.6 NEWS RELEASES

News releases pertaining to this contract shall not be made without prior written approval of the GSA PCO. Five business days notice is required for approval.

H.7 U.S. CITIZENSHIP REQUIREMENTS

Contractors are hereby placed on notice that work on some orders, especially those requiring site visits to some U.S. Government locations or work on some Government Furnished Property, may require Contractor personnel performing the work to have U.S. citizenship and to be able to provide proof of that citizenship. This shall be provided at no additional cost to the Government.

H.8 CONFIDENTIALITY

In providing information in response to Task Orders or other Government requests for information, the Contractor may wish to claim confidentiality status for information submitted on the basis that it is a trade secret, or that it is confidential commercial or financial information. To claim confidentiality status, the Contractor must include the following statement on the title page of its proposal or other information submitted:

“The data included in this proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information; provided that if a Contract is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government’s right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend:

Use or disclosure of data contained on this page is subject to the restriction on the title page of this document.”

H.9 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES

Within scope changes to the contract may be proposed at any time by the Contractor or the Government. Based on Government needs, market research, industry trends, or discussions with Contractors, GSA may incorporate new or enhanced services to the contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, GSA will issue a request for proposal stating what the Government’s needs are and the Contractor will be encouraged to respond.

The Contractor at any time during the life of the contract may also submit proposals for new services or enhanced services within the scope of the contract, and the GSA PCO will consider those proposals.

H.10 SECTION 508 COMPLIANCE

The Contractor shall ensure that any Electronic and Information Technology (EIT) procured at the Task Order level shall meet the applicable accessibility standards at 36 CFR 1194, if applicable. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is viewable at www.section508.gov.

H.11 GOVERNMENT PROPERTY

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Task 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.

H.12 LIABILITY

The 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.

H.13 ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR Subpart 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Task Order level.

In the event that a Task Order requires activity that would create an actual or potential conflict of interest, the Contractor shall:

- (a) Notify the Ordering Contracting Officer (OCO) of the actual or potential conflict, and not commence work on any Task Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed;
- (b) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

If the OCO determines that it is in the best interest of the Government to issue the Task Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

(END OF SECTION H)