

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO

5. PROJECT No. (IF APPLICABLE)

6. Issued By

Code

QTBAB

7. ADMINISTERED BY (If other than Item 6)

Code

GENERAL SERVICES ADMINISTRATION

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

9A. AMENDMENT OF SOLICITATION No.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER No.

**ALLIANT BASIC CONTRACT
MODIFICATION NUMBER: PA01**

1. Correct the Clinger-Cohen Act citation under paragraph 1, Section B.2., AUTHORITY, as follows:

“The Office of Management and Budget has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).”

2. Replace Section B.5, CONTRACT ACCESS FEE, in its entirety as follows:

“B.5 CONTRACT ACCESS FEE

The Contract Access Fee (CAF) is $\frac{3}{4}$ of a percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government.

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

The total CAF collected per Order will 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>).

On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs may fund CAF as a separate Contract Line Item Number (CLIN). On Labor-Hour type Orders, OCOs may require Contractors to include CAF in their Loaded Hourly Labor Rate.

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

3. Replace Section B.7.4, Time and Materials and Labor-Hour in its entirety as follows:

“B.7.4 Time and Materials and Labor-Hour

To be considered eligible for award, the Contracting Officer determined that the evaluated price of the offeror was fair and reasonable. Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide competitive Loaded Hourly Labor Rates within CONUS for T&M and L-H type Orders only. 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 is reasonable.

The OCO is authorized to establish different hourly rates suited to meet the ordering agency’s specific requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts when other considerations, such as geographic location or security clearances require deviation from the competitive Loaded Hourly Labor Rates in the Basic Contract.

Contractors shall explain in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in

4. Replace Section B.7.4.1, Subcontracting Payments on T&M and L-H Orders in its entirety as follows:

“B.7.4.1 Payment and Proposal Requirements on T&M and L-H Orders

For payments on T&M/L-H Orders, Contractors are subject to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts.

For proposal requirements on T&M/L-H Orders, the OCO must determine one of the following conditions and include the appropriate provision in each T&M and L-H Order solicitation:

With Adequate Price Competition:

- (1) Pursuant to FAR 52.216-29, if price is expected to be based on adequate price competition, the Contractor must provide “separate and/or blended” Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.
- (2) For the Department of Defense, pursuant to FAR 52.216-29 with DFARs 252.216-7002, Alternate A, if price is expected to be based on adequate price competition, the Contractor must only provide “separate” Loaded Hourly Labor Rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.

Without Adequate Price Competition:

- (1) Pursuant to FAR 52.216-30, if price is not expected to be based on adequate price competition, the Contractor must identify and provide “separate” Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate.”

Commercial Items:

- (1) Pursuant to FAR 52.216-31, if price is expected to be based on commercial items, separate Loaded Hourly Labor Rates are not required for Prime contractor labor, each Subcontractor, and/or Affiliate labor. The Contractor must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The Contractor must specify whether the fixed hourly rate for each labor category applies to labor performed by the Prime Contractors, each Subcontractor, and/or each Division, Subsidiary, or Affiliate.”

5. Replace Section B.7.4.2 Materials on T&M Orders in its entirety as follows:

“B.7.4.2 Materials on T&M Orders

“Materials on T&M Orders must comply with FAR 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Feb 2007).

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order.”

6. Replace Section B.7.4.3 Indirect Costs Under T&M Orders, in its entirety as follows:

“B.7.4.3 Indirect Costs Under T&M Orders

“Indirect Costs on T&M Orders must comply with FAR 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Feb 2007)”

7. Add the following paragraph to Section B.9, LABOR SUBJECT TO THE DAVIS BACON ACT as follows:

“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.”

8. Add the following paragraph to Section B.10, LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA) as follows:

“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.”

9. Replace paragraph 1, Section C.2 SCOPE, for clarification, as follows:

“The scope of the Basic Contract includes any and all components of an integrated IT solution, including all current and any new technologies which may emerge during the life cycle of the Basic Contract. In addition, the scope of the Basic Contract includes information technology systems and

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting b1np

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within fourteen (14) calendar days following each CAF payment. All CAF payments must be remitted electronically via Automated Clearing House (ACH). The procedures to set up ACH can be found on the payment page in the GWAC Management Module.

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher 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.”

12. Update Section H.1, Provisions Incorporated by Reference at Order Level, as follows:

| PROVISION # | TITLE | DATE | <u>FP</u> | <u>COST</u> | <u>TM</u> |
|-------------|---|----------|-----------|-------------|-----------|
| 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS AND ENERGY PROGRAM USE | APR 2008 | 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 |
| 52.225-2* | BUY AMERICAN ACT CERTIFICATE | FEB 2009 | x | x | x |
| 52.225-4* | BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE | FEB 2009 | x | x | x |
| 52.227-15* | REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE | DEC 2007 | x | x | x |

13. Update the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998), as follows:

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| CLAUSE NO. | TITLE | DATE | FP | COST | TM |
|------------|---|----------|----|------|----|
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 | x | x | x |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | DEC 2007 | 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 |
| 52.204-10 | REPORTING SUBCONTRACT AWARDS | SEP 2007 | x | x | x |
| 52.207-3 | RIGHT OF FIRST REFUSAL OF EMPLOYMENT | MAY 2006 | x | x | x |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR 2008 | x | x | x |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS | OCT 2008 | x | x | |
| 52.212-4 | ALTERNATE I | OCT 2008 | | | x |
| 52.215-9 | ALTERNATE I | OCT 1997 | x | | |
| 52.215-9 | ALTERNATE II | OCT 1997 | | x | |
| 52.215-14 | ALTERNATE I | OCT 1997 | x | x | x |
| 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT 1997 | x | x | x |
| 52.217-9* | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 | x | x | x |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | APR 2008 | x | x | x |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 | 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 |
| 52.225-3 | BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT | AUG 2007 | x | x | x |
| 52.225-5 | TRADE AGREEMENTS | NOV 2007 | x | x | |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 | 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 | |
| 52.227-10 | FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER | DEC 2007 | x | x | |
| 52.227-11 | PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR | DEC 2007 | x | x | |
| 52.227-13 | PATENT RIGHTS – OWNERSHIP 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 |

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| CLAUSE NO. | TITLE | DATE | <u>FP</u> | <u>COST</u> | <u>TM</u> |
|------------|--|----------|-----------|-------------|-----------|
| 52.227-14* | ALTERNATE V | DEC 2007 | x | x | x |
| 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 |

| CLAUSE NO. | TITLE | DATE | FP | COST | TM |
|------------|---|----------|----|------|----|
| 52.245-18 | SPECIAL TEST EQUIPMENT | FEB 1993 | x | x | |
| 52.245-19 | GOVERNMENT PROPERTY FURNISHED "AS IS" | APR 1984 | x | x | x |
| 52.246-4 | INSPECTION OF SERVICES – FIXED PRICE | APR 1996 | x | | |
| 52.246-5 | INSPECTION OF SERVICES – COST REIMBURSEMENT | APR 1984 | | x | |

15. Update Section I.9, FAR 52.232-32 PERFORMANCED-BASED PAYMENTS (FEB 2002) as follows:

“I.9 FAR 52.232-32* PERFORMANCED-BASED PAYMENTS (JAN 2008)

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 require(c) iy head; c9iv and nabol3crrequest for performance-bah3cr(3or to su6(n)]T14.2ph roval Co

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 predesignated 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

(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 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 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 under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, 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 or special tooling 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 damaged, lost, stolen, or destroyed, 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 perform for apaym[(.)5.1-7.cj04 -1h0.0.D0.racton

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