

## SECTION J – ATTACHMENT 4 LABOR CATEGORY DESCRIPTIONS

### Knowledge/Skill Levels:

Many functional labor categories below (marked with #) are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are shown in this chart:

Level	Knowledge/Skill Description
Entry-Level	Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs work that requires practical experience and training. Work is performed under supervision.
Journeyman	Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable.
Senior	Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others.
Master	Provides technical/management leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision making and domain knowledge may have a critical impact on overall project implementation. May supervise others.

### Administration/Clerical

(101A#)

- (a) Responsible for developing, drafting, writing and editing reports, briefs, proposals, and other documents in support of a client's requirements.
- (b) Interfaces with personnel to coordinate meetings, maintain logs, records and files, provides end-user support, and performs general administrative duties.
- (c) Assists in budgetary, billing, and financial management.
- (d) Responsible for preparing and/or maintaining systems, programming and operations documentation, procedures and methods, including user reference manuals.

**Applications Developer**

**(102A#)**

- (a) Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications.
- (b) Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software.
- (c) Addresses problems of systems integration, compatibility, and multiple platforms.
- (d) Consults with project teams and end users to identify application requirements.
- (e) Performs feasibility analysis on potential future projects to management.
- (f) Assists in the evaluation and recommendation of application software packages, application integration and testing tools.
- (g) Resolves problems with software and responds to suggestions for improvements and enhancements.
- (h) Acts as team leader on projects.
- (i) Instructs, assigns, directs, and checks the work of other software developers on development team.
- (j) Participates in development of software user manuals.

**Applications Systems Analyst**

**(103A#)**

- (a) Formulates/defines system scope and objectives.
- (b) Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results.
- (c) Prepares detailed specifications for programs. Assists in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications.
- (d) Works with project managers, developers, and end users to ensure application designs meet business requirements.
- (e) Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer.
- (f) Designs, codes, tests, debugs, and documents those programs.
- (g) Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages.
- (h) Assists all phases of software systems programming applications.
- (i) Evaluates new and existing software products.

**Business Process Consultant**

**(104A)**

- (a) Analyzes process and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business environment.

- (b) Creates process change by integrating new processes with existing ones and communicating these changes to impacted Business Systems teams.
- (c) Recommends and facilitates quality improvement efforts.

**Business Systems Analyst (105A)**

- (a) Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements.
- (b) Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications.
- (c) Provides consultation on complex projects and is considered to be the top level contributor/specialist of most phases of systems analysis, while considering the business implications of the application of technology to the current and future business environment.

**Chief Information Security Officer (106A)**

- (a) Responsible for determining enterprise information security standards. Develops and implements information security standards and procedures.
- (b) Provides tactical information security advice and examining the ramifications of new technologies.
- (c) Ensures that all information systems are functional and secure.

**Computer Scientist (107A)**

- (a) Acts as a senior consultant in complex or mission critical client requirements.
- (b) Develops, modifies, and applies computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance.
- (c) Participates in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.

**Computer Forensic & Intrusion Analyst (108A)**

- (a) Provides knowledge in computer and network forensics.
- (b) Conducts vulnerability assessments/penetration tests of information systems.
- (c) Develops, researches and maintains proficiency in tools, techniques, countermeasures, and trend in computer and network vulnerabilities, data hiding, and encryption.
- (d) Identifies, deters, monitors, and investigates computer and network intrusions.
- (e) Provides computer forensic support to high technology investigations in the form of evidence seizure, computer forensic analysis, and data recovery.

**Configuration Management Specialist (109A#)**

- (a) Provides configuration management planning.
- (b) Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits.
- (c) Regulates the change process so that only approved and validated changes are incorporated into product documents and related software.

**Data Architect (110A)**

- (a) Designs and builds relational databases. Performs data access analysis design, and archive/recovery design and implementation.
- (b) Develops strategies for data acquisitions, archive recovery, and implementation of a database.
- (c) Works in a data warehouse environment, which includes data design, database architecture, and metadata repository creation.
- (d) Translates business needs into long-term architecture solutions.
- (e) Defines, designs, and builds dimensional databases.
- (f) Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems.
- (g) Reviews and develops object and data models and the metadata repository to structure the data for better management and quicker access.

**Data Warehousing Specialist (111A#)**

- (a) Coordinates the data administration technical function for both data warehouse development and maintenance.
- (b) Facilitates change control, problem management, and communication among data architects, programmers, analysts, and engineers.
- (c) Establishes and enforces processes to ensure a consistent, well managed, and well-integrated data warehouse infrastructure.
- (d) Analyzes and identifies data and metadata requirements.
- (e) Defines user requirements and database design specifications.
- (f) Designs, implements, and supports data warehousing requirements. Implements business rules via stored procedures, middleware, or other technologies.
- (g) Provides product support and maintenance of the data warehouse.
- (h) Performs data warehouse design and construction.
- (i) Prepares/implements data verification and testing methods for the data warehouse.

**Database Specialist (112A#)**

- (a) Provides all activities related to the administration of computerized databases.
- (b) Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function.

- (c) Designs, creates, and maintains databases in a client/server environment.
- (d) Conducts quality control and auditing of databases in a client/server environment to ensure accurate and appropriate use of data.
- (e) Advises users on access to various client/server databases.
- (f) Designs, implements, and maintains complex databases with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods.
- (g) Applies knowledge and experience with database technologies, development methodologies, and front-end (e.g., COGNOS)/back-end programming languages (e.g., SQL). Performs database programming and supports systems design.
- (h) Includes maintenance of database dictionaries, overall monitoring of standards and procedures, file design and storage, and integration of systems through database design.

**Disaster Recovery Specialist**

**(113A#)**

- (a) Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery.
- (b) Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected.
- (c) Facilitates the preparation of an organization-wide business resumption plan.
- (d) Assists in the coordination and establishment of disaster recovery programs and business resumption planning across mainframe and client server platforms.
- (e) Coordinates and monitors simulation testing across all platforms.
- (f) Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery.

**Enterprise Architect**

**(114A)**

- (a) Provides high-level architectural expertise to managers and technical staff.
- (b) Develops architectural products and deliverables for the enterprise and operational business lines.
- (c) Develops strategy of system and the design infrastructure necessary to support that strategy.
- (d) Advises on selection of technological purchases with regards to processing, data storage, data access, and applications development. Sets standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.).
- (e) Advises of feasibility of potential future projects to management.

**Enterprise Resource Planning (ERP) Analyst      (115A)**

- (a) Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program.

- (b) Analyzes and evaluates ERP application systems. Assists in software upgrades, documentation, and implementation.
- (c) Customizes and configures workflow to allow the integration of client/server applications.
- (d) Tests ERP layout to ensure the system is meeting corporate needs.

**ERP Business/Architectural Specialist (116A)**

- (a) Adapts functional business requirements and processes to technical solutions based upon comprehensive enterprise application solution sets.
- (b) Enterprise resource planning and management processes, including but not limited to: knowledge management, investment analysis, data warehousing, e-commerce, return on investment analysis, human resource analysis, material management and logistics, supply chain management, procurement, ordering, manufacturing, decision support, and information dissemination.

**Financial Analyst (117A)**

- (a) Provides support in the areas of budget, billing, reporting, and financial management for IT initiatives.

**Geographic Information System (GIS) Analyst/Programmer (118A)**

- (a) Demonstrates proficiency in GIS analysis and data modeling.
- (b) Demonstrates and maintains proficiency with current and developing technologies and software related to geographic analysis.
- (c) Coordinates, manages, administers, and develops the Geographic Information Systems.
- (d) Develops various types of GIS maps and related data sets.
- (e) Designs and implements GIS analytical procedures.
- (f) Performs analysis and maintenance of GIS systems.

**Graphics Specialist (119A)**

- (a) Produces graphic art and visual materials for promotions, advertisements, films, presentations, packaging, and informative and instructional material through a variety of media outlets such as websites and CD-ROMs.
- (b) Generates, manipulates, and integrates graphic images, animations, sound, text and video generated with automated tools into consolidated and seamless multimedia programs.

**Groupware Specialist (120A)**

- (a) Provides the implementation, maintenance, and support of company messaging system.

- (b) Provides technical support on local groupware replication and client dial-up access issues.

**Hardware Engineer**

**(121A#)**

- (a) Provides analysis related to the design, development, and implementation of hardware for products.
- (b) Develops test strategies, devices, and systems.
- (c) Performs stress and performance tests on a variety of computer hardware including circuit boards, processors and wiring.

**Help Desk Specialist**

**(122A#)**

- (a) Responds to and diagnoses problems through discussion with users.
- (b) Ensures a timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps.
- (c) Supervises operation of help desk and serves as focal point for customer concerns.
- (d) Provides support to end users on a variety of issues.
- (e) Identifies, researches, and resolves technical problems.
- (f) Responds to telephone calls, email and personnel requests for technical support.
- (g) Documents, tracks, and monitors the problem to ensure a timely resolution.
- (h) Provides second-tier support to end users for either PC, server, or mainframe applications or hardware.
- (i) Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem.
- (j) Simulates or recreates user problems to resolve operating difficulties.
- (k) Recommends systems modifications to reduce user problems.

**Information Assurance/Security Specialist**

**(123A#)**

- (a) Determines enterprise information assurance and security standards.
- (b) Develops and implements information assurance/security standards and procedures.
- (c) Coordinates, develops, and evaluates security programs for an organization. Recommends information assurance/security solutions to support customers' requirements.
- (d) Identifies, reports, and resolves security violations.
- (e) Establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands.
- (f) Supports customers at the highest levels in the development and implementation of doctrine and policies.
- (g) Applies know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures.
- (h) Performs analysis, design, and development of security features for system architectures.

- (i) Analyzes and defines security requirements for computer systems which may include mainframes, workstations, and personal computers.
- (j) Designs, develops, engineers, and implements solutions that meet security requirements.
- (k) Provides integration and implementation of the computer system security solution.
- (l) Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems.
- (m) Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.
- (n) Ensures that all information systems are functional and secure.

**Information Specialist/Knowledge Engineer (124A)**

- (a) Develops information retrieval solutions to support client requirements for specified domain subjects, using information retrieval software languages and automated text analysis and extraction techniques

**Modeling and Simulation Specialist (125A)**

- (a) Specialist in modeling and simulation functions or operations such as, but not limited to exercises, plans, coordination, demonstrations, and instruction in the fields such as, but not limited to health, environmental, transportation, law enforcement, and security for military, and civil agencies.
- (b) Supports live, constructive, or virtual training.

**Network Specialist (126A#)**

- (a) Provides technical guidance for directing and monitoring information systems operations. Designs, builds, and implements network systems.
- (b) Directs compilation of records and reports concerning network operations and maintenance. Troubleshoots network performance issues. Analyzes network traffic and provides capacity planning solutions.
- (c) Monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance.
- (d) Manages the purchase, testing, installation, and support of network communications, including LAN/MAN/WAN systems.
- (e) Performs system-level design and configuration of products including determination of hardware, OS, and other platform specifications.
- (f) Plans large-scale systems projects through vendor comparison and cost studies.
- (g) Performs a variety of systems engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment.

- (h) Provides quality assurance review and the evaluation of new and existing software products.
- (i) Provides assistance and oversight for all information systems operations activities, including computer and telecommunications/communications operations, data entry, data control, LAN/MAN/WAN administration and operations support, operating systems programming, system security policy procedures, and/or web strategy and operations.
- (j) Provides input to policy level discussions regarding standards and budget constraints.
- (k) Supervises all personnel engaged in the operation and support of network facilities, including all communications equipment on various platforms in large scale or multi-shift operations.
- (l) Supervises complex operations that involve two or more additional functions such as, but not limited to, network operations, systems security, systems software support, and production support activities.
- (m) Monitors and responds to hardware, software, and network problems.
- (n) Provides the routine testing and analysis of all elements of the network facilities (including power, software, communications machinery, lines, modems, and terminals).
- (o) Utilizes software and hardware tools and identifies and diagnoses complex problems and factors affecting network performance.
- (p) Troubleshoots network systems when necessary and makes improvements to the network

**Program Manager**

**(127A)**

- (a) Organizes, directs, and manages contract operation support functions, involving multiple, complex and inter-related project tasks.
- (b) Manages teams of contract support personnel at multiple locations.
- (c) Maintains and manages the client interface at the senior levels of the client organization.
- (d) Meets with customer and contractor personnel to formulate and review task plans and deliverable items. Ensures conformance with program task schedules and costs.

**Project Manager**

**(128A)**

- (a) Leads team on large projects or significant segment of large complex projects.
- (b) Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.
- (c) Provides applications systems analysis and programming activities for a Government site, facility or multiple locations.
- (d) Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.

- (e) Oversees all aspects of projects.

**Quality Assurance Specialist**

**(129A#)**

- (a) Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract.
- (b) Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.
- (c) May be responsible for all activities involving quality assurance and compliance with applicable regulatory requirements.
- (d) Conducts audits and reviews/analyzes data and documentation.
- (e) Develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.

**Research Analyst**

**(130A)**

- (a) Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative.
- (b) Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research.
- (c) Analyzes information and statistical data to prepare reports and studies for use by professionals.

**Strategic/Capital Planner**

**(131A)**

- (a) Provides strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project.
- (b) Provides the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future.
- (c) Assists in developing mission and vision statements, subsequent goal delineation, provides guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives.
- (d) Assist in preparation of key strategic planning documentation, including OMB Form 300.

**Subject Matter Expert**

**(132A#)**

- (a) Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences.
- (b) Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex

problems that need extensive knowledge of the subject matter for effective implementation.

- (c) Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.
- (d) Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

**Systems Engineer**

**(133A)**

- (a) Provides analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution.
- (b) Develops integrated system test requirement, strategies, devices and systems.
- (c) Directs overall system level testing.

**Technical Editor**

**(134A)**

- (a) Reviews content of technical documentation for quality.
- (b) Produces technical and scientific illustrations for presentations and/or publication, as appropriate to the requirements.
- (c) Ensures that documents follow the style laid out in the company's style guide.

**Technical Writer**

**(135A)**

- (a) Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses.
- (b) Coordinates the display of graphics and the production of the document.
- (c) Ensures content is of high quality and conforms with standards.

**Test Engineer**

**(136A#)**

- (a) Evaluates, recommends, and implements automated test tools and strategies.
- (b) Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.
- (c) Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports.
- (d) Serves as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications.
- (e) Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

**Training Specialist**

**(137A#)**

- (a) Assesses, designs, and conceptualizes training scenarios, approaches, objectives, plans, tools, aids, curriculums, and other state of the art technologies related to training and behavioral studies.
- (b) Identifies the best approach training requirements to include, but not limited to hardware, software, simulations, course assessment and refreshment, assessment centers, oral examinations, interviews, computer assisted and adaptive testing, behavior-based assessment and performance, and team and unit assessment and measurement.
- (c) Develops and revises training courses. Prepares training catalogs and course materials.
- (d) Trains personnel by conducting formal classroom courses, workshops, and seminars.

**Voice/Data Communications Engineer**

**(138A#)**

- (a) Provides technical direction and engineering knowledge for communications activities including planning, designing, developing, testing, installing and maintaining large communications networks.
- (b) Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards.
- (c) Develops, operates, and maintains voice, wireless, video, and data communications systems.
- (d) Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function.

**Web Content Analyst**

**(139A)**

- (a) Provides for development and content that will motivate and entertain users so that they regularly access the website and utilize it as a major source for information and decision-making.
- (b) Provides managing/performing website editorial activities including gathering and researching information that enhances the value of the site.

**Web Designer**

**(140A)**

- (a) Designs and builds web pages using a variety of graphics software applications, techniques, and tools.
- (b) Designs and develops user interface features, site animation, and special-effects elements. Contributes to the design group's efforts to enhance the look and feel of the organization's online offerings.
- (c) Designs the website to support the organization's strategies and goals relative to external communications.

(END OF SECTION J, ATTACHMENT 4)

## SECTION J - ATTACHMENT 5 FEDERAL ENTERPRISE ARCHITECTURE (FEA)

As described in **Section C.2**, information on the FEA is provided below.

### J.5.1 Alliant SB IT Service Categories

The Alliant SB contract includes Infrastructure, Application, and IT Management Services to support Federal government agencies' integrated IT solution requirements. The specific offerings are categorized below:

Infrastructure Services	Application Services	IT Management Services
<b>Service Access and Delivery</b> - Access Channels - Delivery Channels - Service Requirements - Service Transport <b>Service Platform and Infrastructure</b> - Support Platforms - Delivery Servers - Software Engineering - Database/Storage - Hardware/Infrastructure <b>Component Framework</b> - Security - Presentation/Interface - Business Logic - Data Interchange - Data Management <b>Service Interface and Integration</b> - Integration - Interoperability - Interface	<b>Customer Services</b> - Customer Relationship Management (CRM) - Customer Preferences - Customer Initiated Assistance <b>Process Automation</b> - Tracking and Workflow - Routing and Scheduling <b>Business Management Services</b> - Management of Process - Organizational Management - Investment Management - Supply Chain Management <b>Digital Asset Services</b> - Content Management - Document Management - Knowledge Management - Records Management <b>Business Analytical Services</b> - Analysis and Statistics - Visualization - Knowledge Discovery - Business Intelligence - Reporting <b>Back Office Services</b> - Data Management - Human Resources - Financial Management - Asset/Materials Management - Development and Integration - Human Capital/Workforce Management <b>Support Services</b> - Security Management - Collaboration - Search - Communication	<b>Controls and Oversight</b> - Performance Management <b>Risk Management and Mitigation</b> - Contingency Planning - Continuity of Operations (COOP) - Service Recovery <b>Regulatory Development</b> - IT Policy and Guidance Development <b>Planning and Resource Allocation</b> - Budget Formulation/Execution - Capital Planning - Enterprise Architecture (EA) - Strategic Planning - Management Improvement <b>IT Security</b>

	<ul style="list-style-type: none"><li>- Systems Management</li><li>- Forms Management</li></ul> <b>Custom Mission Support Systems</b>	
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## **J.5.2 Federal Enterprise Architecture (FEA)**

### **J.5.2.1 Background**

The Alliant SB GWAC IT solution and service offerings are aligned with the Federal Enterprise Architecture (FEA). The FEA alignment is aimed at advancing government-wide objectives set forth in the President's Management Agenda (PMA). The embedded support for FEA practices will facilitate compliance with Federal policy mandates for IT investments.

The alignment of federal agencies' requirements and proposed IT solutions relative to FEA is optional. As federal agencies and governing bodies work to mature the FEA reference models, the Alliant SB GWAC's will be updated to correspond with agencies' evolving mission needs.

### **J.5.2.2 Objectives**

The Alliant SB GWAC is structured to support objectives of the FEA program and other important government-wide policy initiatives. The Alliant SB GWAC has been developed within the framework prescribed by the new IT investment budget guidance issued by OMB. The contract vehicle conforms to the new environment defined by the changes to Exhibits 53 and 300 of OMB Circular A-11, and it is designed to minimize contract bundling, while maximize small business participation.

The Alliant SB GWAC provides inclusive support for IT requirements across all business lines and functions of the federal government, as defined in the FEA reference models. The FEA "common framework" represents the minimum scope of IT solutions and services available to federal government agencies through the Alliant SB GWAC.

### **J.5.2.3 FEA Reference Models**

The FEA "reference models" align IT investments with agencies' mission requirements. The component-based architecture enables a structural understanding of agencies' operations and integrated support systems used to accomplish business goals.

The FEA reference models provide a framework for managing and leveraging IT investments across the Federal government. The FEA framework promotes the sharing, consolidation, and reuse of business processes and systems to facilitate inter-government collaboration and information resource management.

The FEA will facilitate agencies' efforts to migrate toward a more unified government-wide IT infrastructure, by standardizing on technologies and systems that support mission

needs. The FEA is designed to improve government operations and reduce overall costs associated with developing, implementing, and managing IT systems.

The FEA consists of five interrelated reference models:

- Performance Reference Model (PRM)
- Business Reference Model (BRM)
- Service Component Reference Model (SRM)
- Technical Reference Model (TRM)
- Data Reference Model (DRM)

The Alliant SB GWAC service offerings are defined broadly relative to the expected relationship (“mapping”) with the FEA architecture components. The services support the development and use of EA work products to manage current and future needs of federal government business operations (i.e., “baseline” and “target” architectures). The Alliant SB GWAC includes transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of “core EA capabilities.”

An overview of each of the FEA reference models is provided below. Detailed information pertaining to each of the FEA reference models is available at the following URL: <http://www.whitehouse.gov/omb/egov/a-1-fea.html>.

#### **J.5.2.4 Performance Reference Model (PRM)**

The PRM supports performance measurement requirements for IT investments. The framework enables federal agencies to measure the success of their IT investments relative to strategic outcomes. The PRM focuses on improving the alignment of inputs and outputs to effectively achieve business objectives, by establishing standard output measurements across the federal government,.

The Alliant SB GWAC IT Management Services include support for controls and oversight functions relating to IT initiatives. These services are designed to facilitate the development, implementation, and maintenance of management controls and systems required by federal government agencies to evaluate, manage, and monitor program performance relative to IT initiatives. In addition, these services will enable operational improvements where technology is needed to support business processes, and facilitate management of performance.

The Alliant SB GWAC IT Management Services address requirements for federal agencies’ use of the FEA PRM. These services include, but are not limited to, support for all FEA PRM measurement areas, categories, and groupings which correspond to the government lines of business and functions delineated in the FEA BRM. The Alliant SB GWAC includes support services for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of cross-governmental initiatives (e.g., SmartBUY, IPv6).

The IT Management Services aligned with the controls and oversight functions will enable federal government agencies to efficiently and effectively measure strategic outcomes relative to IT investments, in accordance with the specific measurement areas prescribed in the FEA PRM (e.g., mission and business results, customer results, measurement areas for processes and activities, technology, human capital, other fixed assets).

Detailed information pertaining to the FEA PRM is available at the following URL:  
<http://www.whitehouse.gov/omb/egov/a-2-prm.html>

#### **J.5.2.5 Business Reference Model (BRM)**

The BRM component architecture represents the business functions of the federal government. The BRM is structured around government Business Areas, Lines of Business (LOBs), and corresponding operational functions. The government operations are categorized into four Business Areas: Services for Citizens; Mode of Delivery; Support Delivery of Services; and Management of Government Resources.

Under the auspices of the FEA, IT investments must be integrated with agencies' strategic planning and performance management processes. The IT Management Services address requirements for IT policy, programmatic and management support. This area includes IT-related services to support mission operations and service delivery functions, as well as planning and resource management operations.

The IT Management Services include support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management Services provide the foundational support to effectively align IT requirements with federal government business operations.

The IT Management Services will enable the development and implementation of enhanced governance capabilities, to efficiently and effectively support government agencies' mission requirements and service delivery operations. In conjunction with the controls and oversight functions addressed above, the IT Management Services include, but are not limited to, support for the following functions: Risk Management and Mitigation; Regulatory Development; Planning and Resource; and IT Security.

Detailed information pertaining to the FEA BRM is available at the following URL:  
<http://www.whitehouse.gov/omb/egov/a-3-brm.html>

#### **J.5.2.6 Service Component Reference Model (SRM)**

The SRM categorizes service components that support agencies' business and performance objectives. The SRM is focused on standardizing technology and application service components to support government business operations. The SRM framework promotes the sharing, consolidation, and "re-use" of business processes and services capabilities across the federal government.

IT investments must be aligned with service capabilities required to support agencies' business operations. The Application Services address requirements for service components that support enterprise and organizational processes.

The Application Services provide support for mission-critical business applications and collaborative service capabilities. These services include support for developing and implementing enterprise and departmental-level business applications. These applications may be "cross-cutting" in nature, with inter-related service processing components extending across/beyond the enterprise, or unique to a particular agency/department's mission requirements.

The Application Services are aligned with the service domains defined in the FEA SRM: Customer Services; Process Automation; Business Management Services; Digital Asset Services; Business Analytical Services; Back Office Services; and Support Services. The Alliant SB GWAC also includes services for developing and implementing systems required to support unique agency and departmental-level mission requirements.

Detailed information pertaining to the FEA SRM is available at the following URL:  
<http://www.whitehouse.gov/omb/egov/a-4-srm.html>

#### **J.5.2.7 Technical Reference Model (TRM)**

The TRM defines the standards and technologies to enable the delivery of service components and capabilities. The TRM promotes the use of common standards and technology components to support agencies' business functions and "target architecture."

All IT investments must be aligned with the technologies supporting agencies' business operations. The Infrastructure Services provide support for all technology components, services, and standards, integral to developing and maintaining the IT infrastructure.

The Infrastructure Services provide the technical framework to effectively enable applications and service capabilities required for government business operations. The areas includes, but is not limited to, support for the following services: Service Access and Delivery; Service Platform and Infrastructure; Component Framework; and Service Interface and Integration. Detailed information pertaining to the FEA TRM is available at the following URL: <http://www.whitehouse.gov/omb/egov/a-6-trm.html>.

#### **J.5.2.8 Data Reference Model (DRM)**

The DRM describes the data and information supporting government operations. The component architecture promotes standards for the identification, use, and sharing of data/information across the federal government. The DRM includes three standardization areas: Data Context (data categorization) Data Sharing (data access and exchange); and Data Description (data structures).

The Alliant SB GWAC includes support for agencies use of the FEA DRM. The support services include, but are not limited to, the development, implementation, and maintenance of agencies' DRM Schemas ("XLM instances") that contain information relevant to the three DRM standardization areas.

Detailed information pertaining to the FEA DRM is available at the following URL:  
<http://www.whitehouse.gov/omb/egov/a-5-drm.html>

### **J.5.3 Department of Defense Enterprise Architecture (DoDEA)**

In conjunction with the FEA, the Alliant SB GWAC includes support for all components of the DoD Enterprise Architecture (EA) framework: DoD EA PRM; DoD EA BRM; DoD EA SRM; DoD EA TRM; and DoD DRM. The DoD EA reference models comprise the integrated performance, business, application, data, and technology constructs in support of the DoD mission.

The DoD EA framework is aligned with the FEA reference models. The DoD EA PRM is focused on measuring the effects of IT relative to enhancing DoD mission performance. The DoD EA BRM incorporates DoD-specific LOBs/subfunctions, and uses existing DoD standards to relate to the FEA elements. The DoD EA SRM is structured across the DoD mission areas of the Warfighter, Business, Intelligence, and Enterprise Information Environment (EIE). The DoD EA TRM integrates existing DoD standards, specifications, and technologies for required DoD service components and electronic Government (e-Gov) initiatives. The DoD EA DRM classifies data and information relative to how it supports the DoD business operations.

Detailed information concerning each of the DoD EA reference models is available at the following URL: [http://www.dod.mil/nii/ea/DoD\\_EA\\_Executive\\_Summary.html](http://www.dod.mil/nii/ea/DoD_EA_Executive_Summary.html).

(END OF SECTION J, ATTACHMENT 5)

**SECTION J – ATTACHMENT 6  
PAST PERFORMANCE TABLES**

Not Applicable to awarded contracts.

(END OF SECTION J, ATTACHMENT 6)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A		PAGE OF PAGES 1 13	
2. AMENDMENT/MODIFICATION NO. PS01		3. EFFECTIVE DATE 1-27-09		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		7. ADMINISTERED BY (If other than item 6) Same as Block 6		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActionNet, Inc. 2750 Prosperity Ave, STE. 520 Fairfax, VA 22031				9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO. GSCCQ08BND0063 10B. DATED (SEE ITEM 13) Feb 8, 2008	
CODE		FACILITY CODE					

**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)  
N/A

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

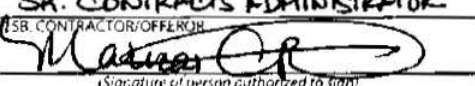
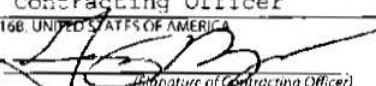
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO _____ (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,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

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 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) Correct the Clinger-Cohen Act citation under Section B.2 AUTHORITY;
- (2) Clarify the CAF formula and make it optional to include CAF in Loaded Hourly Rates proposed on orders under Section B.5 CONTRACT ACCESS FEE;
- (3) Replace Section B.7.4 Time and Materials and Labor Hour to clarify Order pricing;  
continued on next page...

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

15A. NAME AND TITLE OF SIGNER (Type or print) MARICAR BOLANTE ROTHGEB SR. CONTRACTS ADMINISTRATOR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 1/23/09		16C. DATE SIGNED 1-27-09	

Continued from previous page...

(4) Replace Section B.7.4.1 Subcontracting Payments on T&M and L-H Orders to be current with the new T&M and L-H Payment Clause and Provisions;

(5) Replace Section B.7.4.2 Materials on T&M Orders;

(6) Replace Section B.7.4.3 Indirect Costs Under T&M Orders;

(7) Clarify Section B.9 LABOR SUBJECT TO THE DAVIS BACON ACT regarding flow-down clauses for Davis Bacon Act covered employees;

(8) Clarify Section B.10 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA) regarding flow-down clauses for Service Contract Act covered employees;

(9) Clarify Section C.2 SCOPE by separating out National Security Systems as an addition to the scope;

(10) Update the GWAC Ombudsman under Section G.5 GWAC OMBUDSMAN;

(11) Replace G.9.5 Contract Access Fee (CAF) Remittance;

(12) Update the Contract Administrative Reporting under Section G.9.7 Contractor Administrative Reporting to be in compliance with the GWAC Management Module;

(13) Update provisions under Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;

(14) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(15) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(16) Delete clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(17) Update the Performance Based Payments clause for Orders in Section I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, and;

(18) Incorporate Offer Cost/Price spreadsheets; Section J, Attachments 1 and 2; into the contract.

**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 order 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 established pricing.

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

**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 clause 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.”

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

Refer to FAR Clause 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:**

Refer to FAR Clause 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 purposes only, 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 services in support of National Security Systems, as defined in FAR 39.002. The Basic Contract provides IT Solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

**10. Update the last paragraph of Section G.5, GWAC OMBUDSMAN, as follows:**

“The Ombudsman is:

Task and Delivery Order Ombudsman  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, N.W.  
Washington, DC 20405”

**11. Replace Section G.9.5, Contract Access Fee (CAF) Remittance, as follows**

“G.9.5 Contract Access Fee (CAF) Remittance

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. 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.

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.

Instructions for remitting the CAF are contained at <http://itss.gsa.gov>. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

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.

**12. Replace Section G.9.7, Contractor Administrative Reporting, in its entirety as follows:**

**“G.9.7 Contractor Administrative Reporting**

The following defines the administrative reporting requirements under the Basic Contract. The Contractor shall provide the following data electronically via the GWAC Management Module. The GWAC Management Module 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 IT Solution Shop (ITSS) 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 by GSA through ITSS will automatically populate in the GWAC Management Module.

(b) Modification Data – The contractor shall report all modifications not issued by GSA in ITSS 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 by GSA through ITSS will automatically populate in the GWAC Management Module.

(c) Purchase Data – The contractor shall report purchase data from each invoice within sixty (60) calendar days from the date the invoice is submitted for payment. Purchase data includes, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued

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(3) Itemized Charges categorized as follows:

- (a) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories)
- (b) Loaded Hourly Labor Rates or Direct Labor rates as applicable.
- (c) Indirect Costs (i.e., Fringe, Overhead, G&A, etc. if applicable)
- (d) Profit (i.e., Award/Fixed/Incentive Fees if applicable)
- (e) Travel
- (f) Other Direct Costs (ODCs), including Quantity and Price for each (i.e., Materials, Equipment, etc.)
- (g) Fixed-Price Deliverable/Milestone if applicable
- (h) Contract Access Fee (applied to total cost/price)

(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.”

Note: The GWAC Management Module categorizes direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.

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

PROVISION #	TITLE	DATE	FP	COST	TM
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	AUG 2007	x	x	x
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007	x	x	x

**14. Add the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998), as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007	x	x	x
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007			
52.204-10	REPORTING SUBCONTRACT AWARDS	SEP 2007	x	x	x

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CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.208-9	CONTRACTOR USE OF MANDATORY SOURCE OF SUPPLY OR SERVICES	OCT 2008	x	x	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
52.216-29	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
52.217-9*	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	x	x	x
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUN 2007	x	x	x
52.222-54	EMPLOYEE ELIGIBILITY VERIFICATION	JAN 2009			
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITMES IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008			
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
52.245-9	USE AND CHARGES	JUNE 2007	x	x	x

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

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	x	x	x
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007	x	x	x
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	x	x	x
52.222-26	EQUAL OPPORTUNITY	MAR 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	

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CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.225-13	RESTRICTIONS OF CERTAIN FOREIGN PURCHASES	JUN 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	
52.227-10	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
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
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007			x
52.232-7	ALTERNATE I	FEB 2007			x
52.232-17	INTEREST	OCT 2008	x	x	x
52.244-2*	SUBCONTRACTS	JUNE 2007	x	x	x
52.244-2	ALTERNATE I	JUNE 2007		x	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007	x	x	x
52.245-1	GOVERNMENT PROPERTY	JUNE 2007	x	x	x
52.245-2*	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007	x	x	x

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

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000	x		
52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997	x	x	
52.232-7	ALTERNATE II	FEB 2002			x
52.245-2	ALTERNATE I	APR 1984	x		
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003	x		x

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CLAUSE NO.	TITLE	DATE	<u>FP</u>	<u>COST</u>	<u>TM</u>
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004		x	x
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	

**17. 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 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 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; 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 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, 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 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 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.

(l) *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 (l)(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.

**18. Offer Submittals under Section J, Attachment 2 (Cost/Price –Government Site) and Attachment 3 (Cost/Price – Contractor Site) are hereby incorporated and made part of this contract.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE N/A	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. PA02	3. EFFECTIVE DATE Feb 4, 2009	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	7. ADMINISTERED BY (If other than Item 6) Same as Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActionNet, Inc. 2750 Prosperity Ave, STE.520 Fairfax, VA 22031		<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. GS00Q08BND0063 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Feb 8, 2008	
CODE	FACILITY CODE		

**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)

N/A

**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: NO. IN ITEM 10A.	(Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<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 permanently change the contract number from GS00Q08BND0058 to GS-06F-0594Z.

Contract No. GS-06F-0594Z is now the official contract no. and shall be used for all correspondence, reporting, marketing, and all other related contract activities from this point forward.

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)
	Greg D. Byrd Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	Feb 4, 2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. PA03		3. EFFECTIVE DATE 4/14/09		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY GSA/FSS/SBGWACC (6FG) 1500 E. Bannister Road KC, MO 64131		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  Actionet, Inc. 2600 Park Tower Dr. STE 1000 Vienna, VA 22180				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATE (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0594Z	
						10B. DATED (SEE ITEM 13) 2/8/08	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
(4)		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.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return 0 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.) This is a no cost administrative modification to change vendor's address to be:  2600 Park Tower Drive, STE 1000 Vienna, VA 22180  All other terms and conditions remain the same.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 	
						16C. DATE SIGNED 4-14-09	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. PS04	3. EFFECTIVE DATE 5-18-09	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	7. ADMINISTERED BY (If other than Item 6) Same as Block 6	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActioNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0594Z 10B. DATED (SEE ITEM 13) Feb 8, 2008		
CODE	FACILITY CODE			

### 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)

N/A

### 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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 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 twofold:

First, to update/add clauses to the above mentioned contract to implement Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (Recovery Act).

Second, to update/add clauses to the above mentioned contract to implement miscellaneous changes/additions.

continued on next page...

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) Maricar Bolante Rothgeb Sr. Contracts Administrator	15B. CONTRACTOR/OFFEROR ON: cn=Maricar Bolante Rothgeb, o=ActioNet, Inc., ou=Contracts, email=maricar@actionet.com, c=US 15C. DATE SIGNED 5/13/2009	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 5-18-09
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### **Recovery Act Background**

On February 17, 2009, The President signed Public Law 111-5, the Recovery Act. The Act imposes a number of requirements on Executive Branch departments and agencies receiving Recovery Act funds to meet the broader goals and objectives (e.g. level of transparency and accountability) of the Recovery Act. In addition, the Recovery Act includes a number of requirements to be implemented in Federal Government contracts.

Five Federal Acquisition Regulation (FAR) interim rules were published in the Federal Register on March 31, 2009, in FAC 2005-032, providing authorities, policies, and procedures for governmentwide implementation of the Recovery Act and for special contract procedures contained in the OMB Guidance. The interim rules immediately make available FAR contract clauses to include in Government Contracts.

The following clauses are hereby updated:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.215-2	AUDIT AND RECORDS – NEGOTIATION	MAR 2009	x	x	x
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2009	x	x	x

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	MAR 2009	x	x	x
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	MAR 2009	x	x	x
52.215-2	ALTERNATE I	MAR 2009	x	x	x

### **Miscellaneous Clause Updates/Additions**

The following clauses are hereby updated:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008	x	x	x
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	MAR 2009	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	FEB 2009	x	x	x

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009	x	x	x
52.250-5	SAFETY ACT – EQUITABLE ADJUSTMENT	FEB 2009	x	x	x

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. PS05	3. EFFECTIVE DATE <b>OCT 26 2009</b>	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	7. ADMINISTERED BY (If other than item 6) Same as Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActionNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180		9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0594Z <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Feb 8, 2008	
CODE	FACILITY CODE		

**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)  
N/A

**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) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)	

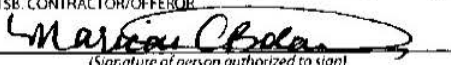
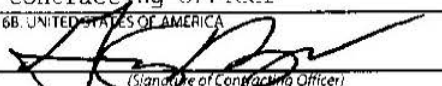
**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION: (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is:

- (1) Replace Section G.8 Subcontracting Reports;
- (2) Revise Section G.9.5 Contract Access Fee (CAF) Remittance
- (3) Create a new Section I.2.1 Acquisition of Commercial Items at the Task Order Level
- (4) Update/add clauses to the above mentioned contract to implement miscellaneous changes/additions.

continued on next page...

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) <b>MARICAR BOLANTE ROTHGER</b> SR. CONTRACTS ADMINISTRATOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED <b>8 OCT 09</b>	16C. DATE SIGNED <b>OCT 26 2009</b>

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS05**

Continued from previous page ...

1) Delete Section G.8 in its entirety and replace with the following:

**G.8 SUBCONTRACTING REPORTS**

In implementing the requirements set forth in FAR 52.219-14, Limitation on Subcontracting, 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. Subcontracting data shall be entered electronically via the GWAC Management Module. The GWAC Management Module can be accessed at <http://itss.gsa.gov>.

Subcontracting data shall be current within the GWAC Management Module no later than 30 calendar days after each six-month reporting period. The first reporting period will begin on the effective date of the notice to proceed and continue semi-annually thereafter. The reporting periods are as follows:

<b>Subcontracting Reporting Periods:</b>	<b>Subcontracting Report Due Date:</b>
Period 1: 02/02/09 – 08/01/09	08/31/09
Period 2: 08/02/09 – 02/01/10	03/03/10
Period 3: 02/02/10 – 08/01/10	08/31/10
Period 4: 08/02/10 – 02/01/11	03/03/11
Period 5: 02/02/11 – 08/01/11	08/31/11
Period 6: 08/02/11 – 02/01/12	03/02/12
Period 7: 02/02/12 – 08/01/12	08/31/12
Period 8: 08/02/12 – 02/01/13	03/03/13
Period 9: 02/02/13 – 08/01/13	08/31/13
Period 10: 08/02/13 – 02/01/14	03/03/14

A negative report is required when there is no activity or no subcontracting in the preceding six months. To satisfy the negative report requirement, send an email to the Alliant SB GWAC email address at [alliantsb@gsa.gov](mailto:alliantsb@gsa.gov) with a statement of "NO ACTIVITY TO REPORT FOR THIS REPORTING PERIOD". The negative report submitted should contain the contractor's contract number and report period in the email subject line.

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 cause to terminate the Contractor for default.

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS05**

2) Revise Section G.9.5 Contract Access Fee (CAF) Remittance as follows

Under G.9.5 Contract Access Fee (CAF) Remittance, delete the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs and replace with the following:

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

Payment by EFT/ACH: Please follow the instructions located at:  
[https://web.itss.gsa.gov/itss/v41\\_helpdocs.nsf/helpguideme/GWAC\\_ACH\\_Info](https://web.itss.gsa.gov/itss/v41_helpdocs.nsf/helpguideme/GWAC_ACH_Info)

Payment by check: All GWAC checks must be made payable and remitted to the following address:

General Services Administration  
Government Wide Acquisition Contracts - GWACs  
P O Box 970027  
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service  
Government Lockbox SL-MO-C2GL  
1005 Convention Plaza (PO Box 970027)  
St. Louis, MO 63197-0027

The Government reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

**Miscellaneous Provision/Clause Updates/Additions**

3) The following provisions in Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT THE ORDER LEVEL are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
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

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS05**

4) The following clauses in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	JUN 2009	x	x	x
52.225-5	TRADE AGREEMENTS	AUG 2009	x	x	
52.232-16*	PROGRESS PAYMENTS	JUL 2009	x		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009	x	x	x

5) Create a new Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL and add the following clauses by reference to I.2.1

**I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL**

The following clauses apply only to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. If commercial acquisition procedures are used for any task order, the clauses will be incorporated in full text in the task order.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	MAR 2009	x		x
52.212-4	ALTERNATE I	OCT 2008	x		x
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS	SEP 2009	x		x
52.212-5	ALTERNATE I	FEB 2000	x		x
52.212-5	ALTERNATE II	MAY 2009	x		x

All other contract terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE N/A	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. PS06	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) N/A
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	CODE	7. ADMINISTERED BY (if other than Item 6) Same as Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActionNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. <input checked="" type="checkbox"/> GS-06P-0594Z 10B. DATED (SEE ITEM 13) Feb 8, 2008	
CODE	FACILITY CODE		

**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)  
N/A

**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 type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

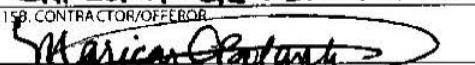

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is:

- (1) Replace Section C.3.4.1 Telecommunications/Wireless;
- (2) Replace Section C.9.7(c) Purchase Data

continued on next page...

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) MARICAR BOLANTE ROTHGEB SR. CONTRACTS ADMINISTRATOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 12/14/09	16C. DATE SIGNED JAN 11 2010

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS06**

Continued from previous page...

1) Delete Section C.3.4.1 in its entirety and replace with the following:

**C.3.4.1 Telecommunications/Wireless**

Orders which include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is part of a larger IT initiative. If the sole purpose of the task order is for phone/voice services provided over landline and/or wireless, i.e., federal/state tariffed phone service, then it would not be covered under the scope of this contract. Contractors are authorized to use government sources of supply in accordance with FAR 51.101 (i.e. Schedules, SATCOM, Networx...).

2) Delete Section G.9.7(c) in its entirety and replace with the following:

(c) **Purchase Data** The contractor shall report purchase data from each invoice within sixty (60) calendar days from the date the invoice is submitted for payment. Purchase data may include, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
  - (a) Fixed Price (fixed price task orders only)
  - (b) Cost (cost reimbursement task orders only)
  - (c) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories) (time & material and labor hour task orders only)
  - (d) Loaded Hourly Labor Rates (time & material and labor hour task orders only)
  - (e) Materials (time & material task orders only)
  - (f) Travel as applicable
  - (g) Other Direct Costs (ODCs) as applicable
  - (h) Award/Fixed/Incentive Fees as applicable
  - (i) Contract Access Fee (applied to total cost/price of the task order)

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.

All other contract terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PS07		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		7. ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActionNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180			<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. GS-06F-05942 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Feb 8, 2008		
CODE		FACILITY CODE			

**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)  
N/A

**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: NO. IN ITEM 10A. _____ (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER.
<input 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

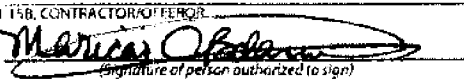

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is:

(1) In Section B.7.4.1 second paragraph, replace the word "clause" with "provision"

continued on next page...

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) SR. CONTRACTS MARICAR ROTHSEB, ADMIN.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 21 APR 2010		16C. DATE SIGNED MAY 12 2010	

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

Continued from previous page...

(2) Add the following paragraph to the end of Section B.7.4.1:

Commercial Items:

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.

(3) In Section H.1 second paragraph, replace the word "clauses" with "provisions"

(4) Add the following clause at H.9 (previously reserved)

**H.9 UNIQUE PROFESSIONAL SKILLS**

Unique professional skills are defined as those bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the Basic Contract's scope, but are so specialized or rare that they are not explicitly defined in any labor category description in Section J, Attachment 3. The OCO will determine whether circumstances warrant use of unique professional skills. Based on price or cost analysis, the OCO will negotiate a fair and reasonable labor rate with the Contractor at the Order level.

A Contractor may propose a new or different skill level category when proposing Ancillary Support consistent with this Section, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act or the Davis Bacon Act, as applicable.

**Miscellaneous Provision/Clause Updates/Additions/Moves**

(5) The following provisions in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE are hereby moved to Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

PROVISION NO.	TITLE	DATE	FP	COST	TM
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

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

(6) Add the following provision to H.1 PROVISIONS INCORPORATED BY  
REFERENCE AT ORDER LEVEL

PROVISION NO.	TITLE	DATE	FP	COST	TM
52.226-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007			x

(7) The following clauses in Section I.2 CLAUSES INCORPORATED BY  
REFERENCE (1998) are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	x	x	x
52.222.36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	FEB 2010	x	x	x
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2009	x	x	x

(8) The following clauses in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS  
AT THE TASK ORDER LEVEL are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS COMMERCIAL ITEMS	FEB 2010	x		x
52.212-5	ALTERNATE II	DEC 2009	x		x

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. PS08		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		7. ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActionNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180				<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. GS-06F-0594Z <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Feb 8, 2008	
CODE		FACILITY CODE			

**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)  
N/A

**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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 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:

- (1) Revise URLs in Sections E.1, F.1, H.1, and I.2
- (2) Revise Section F.5 DELIVERABLES
- (3) Revise Section G.2 AUTHORIZED USERS
- (4) Revise Section G.9.5 Contract Access Fee (CAF) Remittance
- (5) Revise Section G.9.7 Contractor Administrative Reporting

continued on next page...

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) MARICAR ROTHGEB, SR. CONTRACTS ADMIN		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10 AUG 10	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED AUG 26 2010

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS08**

Continued from previous page...

(6) Miscellaneous Provision/Clause Updates/Additions

**(1) Revise URLs in Sections E.1, F.1, H.1, I.2**

Delete <http://acqnet.gov/far/index.html>.

Replace with <https://www.acquisition.gov/far/index.html>

Delete <http://acqnet.gov/gsam/gsam.html>

Replace with <https://www.acquisition.gov/gsam/gsam.html>

**(2) Delete F.5 DELIVERABLES in its entirety and replace with the following:**

**F.5 DELIVERABLES**

The following table contains deliverables required under the Basic Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.9.7	Contract Administrative Reporting	Order/Modification Data – Report all orders/modifications within 30 days of order acceptance/award;  Purchase Data – Report purchase data from each accepted invoice within 30 calendar days after the end of the reporting quarter;  CAF Payment Data – Report within 30 calendar days after the end of the reporting quarter.	ACO
2	G.9.8.1	Annual Order Close-out Report	Annual on anniversary of Basic Contract award.	ACO
3	G.9.5	CAF Remittance	Within 30 calendar days after the end of the reporting quarter.	GSA via EFT

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS08**

**(3) Delete G.2 AUTHORIZED USERS in its entirety and replace with the following:**

**G.2 AUTHORIZED USERS**

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 delegation of authority from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

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

**(4) Delete G.9.5 Contract Access Fee (CAF) Remittance in its entirety and replace with the following:**

**G.9.5 Contract Access Fee (CAF) Remittance**

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. 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.

Contractors shall remit the CAF to GSA in U.S. dollars within 30 calendar days after the end of the reporting quarter. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

Calendar Quarters are represented as:

- 1<sup>st</sup> Quarter: January 1 – March 31
- 2<sup>nd</sup> Quarter: April 1 – June 30
- 3<sup>rd</sup> Quarter: July 1 – September 30
- 4<sup>th</sup> Quarter: October 1 – December 31

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

The procedures for electronic payment can be found on the payment page in the GWAC Management Module at <https://web.itss.gsa.gov/gwac/tutorials/vendors.htm>

Payment by check: All GWAC checks must be made payable and remitted to the following address:

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS08**

General Services Administration  
Government Wide Acquisition Contracts - GWACs  
P O Box 970027  
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service  
Government Lockbox SL-MO-C2GL  
1005 Convention Plaza (PO Box 970027)  
St. Louis, MO 63197-0027

The Government reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

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.

**(5) Delete G.9.7 Contractor Administrative Reporting in its entirety and replace with the following:**

**G.9.7 Contractor Administrative Reporting**

The following defines the administrative reporting requirements under the Basic Contract. The Contractor shall provide the following data electronically via the GWAC Management Module. The GWAC Management Module can be accessed at <http://itss.gsa.gov>.

Calendar Quarters are represented as:

1<sup>st</sup> Quarter: January 1 – March 31  
2<sup>nd</sup> Quarter: April 1 – June 30  
3<sup>rd</sup> Quarter: July 1 – September 30  
4<sup>th</sup> Quarter: October 1 – December 31

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all orders not issued by GSA in IT Solution Shop (ITSS) 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)

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS08**

- (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 by GSA through ITSS will automatically populate in the GWAC Management Module.

(b) Modification Data – The contractor shall report all modifications not issued by GSA in ITSS 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 by GSA through ITSS will automatically populate in the GWAC Management Module.

(c) Purchase Data – The contractor shall report purchase data from each accepted invoice within 30 calendar days after the end of the reporting quarter. Purchase data may include, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
  - (a) Fixed Price (fixed price task orders only)
  - (b) Cost (cost reimbursement task orders only)
  - (c) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories) (time & material and labor hour task orders only)
  - (d) Loaded Hourly Labor Rates (time & material and labor hour task orders only)
  - (e) Materials (time & material task orders only)
  - (f) Travel as applicable
  - (g) Other Direct Costs (ODCs) as applicable
  - (h) Award/Fixed/Incentive Fees as applicable

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.

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
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Note: The GWAC Management Module categorizes direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.

(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 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."

**(6) Miscellaneous Provision/Clause Updates/Additions/Corrections**

The following clauses in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	x	x	x
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010	x	x	x
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	JUL 2010	x	x	x
52.232-36	PAYMENT BY THIRD PARTY	FEB 2010	x	x	x
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2010	x	x	x

The following clause date in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) is hereby corrected.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	x	x	x

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
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The following clauses in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	JUN 2010			
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	JUL 2010	x		x
52.212-5	ALTERNATE II	APR 2010	x		x

All other terms and conditions remain unchanged.

\*\*\*END OF MODIFICATION\*\*\*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. PS09		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		7. ADMINISTERED BY (If other than Item 6) Same as Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ActioNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0594Z 10B. DATED (SEE ITEM 13) Feb 8, 2008			
CODE		FACILITY CODE			

**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)  
N/A

**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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 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:

- (1) Revise Section H.21 OFF RAMP
- (2) Revise Section G.2 AUTHORIZED USERS
- (2) Miscellaneous Provision/Clause Updates/Additions

continued on next page...

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) Melissa A. Longo, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer	
15B. CONTRACTOR/OFFEROR Melissa A. Longo (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 4-6-11		16C. DATE SIGNED APR 26 2011	

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
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Continued from previous page...

**(1) Delete H.21 OFF RAMP in its entirety and replace with the following:**

**H.21 OFF RAMP**

To ensure success of the Alliant SB Program, each Alliant SB Contractor is expected to participate in the Alliant SB Ordering process by submitting proposals in response to task order requests (TORs) for which the Alliant SB Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, promptly improve performance when it does not meet the terms of the Orders, and comply with the terms of the basic contract, e.g., administrative reporting, CAF remittance, management of subcontracting limitations. Additionally, the contracting officer retains the discretion to off ramp those contractors that have re-represented themselves, in accordance with FAR clause 52.219-28 Post-Award Small Business Program Rerepresentation (Apr 2009), as an other than small business. The government may "off-ramp" the Contractor by:

- (a) Permitting such Contractor's Alliant SB 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 default, if applicable; or
- (d) Taking any other action which may be permitted under the Alliant SB Contract's terms and conditions.

**(2) Replace the second paragraph in G.2 AUTHORIZED USERS with the following:**

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2G, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, February 16, 2011, as modified from time to time.

**(3) Miscellaneous Provision/Clause Updates/Additions/Corrections**

The following clause in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) is hereby updated and the note is added to Alternate I.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010	x	x	x
52.215-2	ALTERNATE I *(see note)	MAR 2009	x	x	x

\* Alternate I only applies to orders funded in whole or in part by the American Recovery and Reinvestment Act of 2009 (ARRA)

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
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Continued from previous page...

The following clause date in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) is hereby added.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011	x	x	x
52.209-9	ALTERNATE I	JAN 2011	x	x	x

\*\*\*END OF MODIFICATION\*\*\*

		N/A	1	11
PS10	See Block 16C	N/A	N/A	
			CODE	
U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		Same as Block 6		
ActioNet, Inc. 2600 Park Tower Dr., STE 1000 Vienna, VA 22180		(X)		
		X	GS-06F-0594Z (SEE ITEM 13)	
CODE			Feb 8, 2008	
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input checked="" type="checkbox"/>	FAR 43.103(a)			
<input type="checkbox"/>	D. OTHER			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1</u>	

Modification PS10 is hereby issued to reflect the following changes:

(1) Revise Section G.9.7(c) Purchase Data. In the first paragraph replace the words "accepted invoice" with "paid invoice";

continued on next page...

Melissa A. Longo Director of Contracts		Greg D. Byrd Contracting Officer	
Melissa A. Longo	12-9-11		

Continued from previous page...

- (2) Add new Section G.8 Subcontracting and re-designate Section G.8 to G.8.1 Subcontract Reports;
- (3) Delete clause in Section E.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (4) Add clause in Section F.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (5) Add provision in Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;
- (6) Update provisions in Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;
- (7) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (8) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (9) Delete clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (10) Update clauses in Section I.2.1, ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL;
- (11) Update the Performanced Based Payments clause for Orders in Section I.9, FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, and;
- (12) Replace Section I.13, GSAM 552.232-72, FINAL PAYMENT (SEP 1999) with GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009)

End of summary

- (1) Revise Section G.9.7(c) Purchase Data. In the first paragraph replace the words "accepted invoice" with "paid invoice" as follows:**

"(c) Purchase Data – The contractor shall report purchase data from each paid invoice within 30 calendar days after the end of the reporting quarter. Purchase data may include, but is not limited to:" ...

**(2) Add new Section G.8 SUBCONTRACTING and re-designate Section G.8 to G.8.1 Subcontract Reports as follows:**

**“G.8 SUBCONTRACTING**

In accordance with the 13 CFR 125.6 and FAR Clause 52.219-14, Limitation on Subcontracting, 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. The contractor is responsible for managing the balance of workload being performed under this contract.

The contractor is responsible for performing greater than 50% of the cost of the contract incurred for personnel with its own employees at the contract level and not necessarily on individual task orders. Notwithstanding this, the contractor is required to perform a meaningful amount of work on each task order to prevent pass-through situations which are prohibited under this contract.

Ordering Contracting Officer (OCO) consent to subcontract may be implemented at the task order level in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103(b) and 9.104-1. GWAC CO consent to subcontract is not required.

**G.8.1 Subcontract Reports” ...**

**(3) Delete clause in Section E.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	x		

**(4) Add clause in Section F.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	x		

(5) Add provision under Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL, as follows:

PROVISION #	TITLE	DATE	FP	COST	TM
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACTING EFFORT	OCT 2009	x	x	x

(6) Update provisions under Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL, as follows:

PROVISION #	TITLE	DATE	FP	COST	TM
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 IV	OCT 2010	x	x	x

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

(7) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009	x	x	x
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	x	x	x
52.219-13	NOTICE OF SET-ASIDE OR ORDERS	NOV 2011	x	x	x
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET- ASIDE	NOV 2011	x	x	x
52.219-29	NOTICE OF TOTAL SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS	NOV 2011	x	x	x
52.219-30	NOTICE OF TOTAL SET-ASIDE FOR WOMEN- OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	NOV 2011		x	

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(8) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011	x	x	x
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	x	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
52.215-9	ALTERNATE I	OCT 2010	x		
52.215-9	ALTERNATE II	OCT 2010		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
52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2011		x	x
52.216-8	FIXED FEE	JUN 2011		x	x
52.216-10	INCENTIVE FEE	JUN 2011		x	x
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	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
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	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
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	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
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	x	x	
52.225-8	DUTY-FREE ENTRY	OCT 2010	x	x	x
52.232-16*	PROGRESS PAYMENTS	AUG 2010	x		
52.244-2*	SUBCONTRACTS	OCT 2010	x	x	x
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010	x	x	x
52.245-1	GOVERNMENT PROPERTY	AUG 2010	x	x	x
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	AUG 2010	x	x	x

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CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.245-9	USE AND CHARGES	AUG 2010	x	x	x
52.251-1	GOVERNMENT SUPPLY SOURCES	AUG 2010	x	x	x

**(9) Delete clause in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003	x	x	x

**(10) Update clauses in Section I.2.1, ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	NOV 2011	x		x
52.212-5	ALTERNATE II	DEC 2010	x		x

**(11) Update the Performanced-Based Payments clause for Orders in Section I.9, FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, as follows:**

**I.9 FAR 52.232-32\* PERFORMANCED-BASED PAYMENTS (AUG 2010)**

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 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; 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, stolen, damaged, 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 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.

(l) *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 (l)(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)

(12) Replace Section I.13, GSAM 552.232-72 FINAL PAYMENT (SEP 1999), with GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009), in full text.

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

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of 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)

### CONTRACTOR SITE

[illegible]

### CONTRACTOR SITE

[illegible]

## GOVERNMENT SITE

[illegible]

## GOVERNMENT SITE

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## GOVERNMENT SITE

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