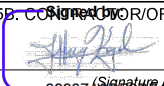
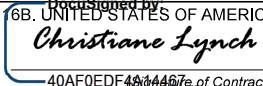


|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                                      |                                                                                |                                                                                                                                                             |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                       | 1. CONTRACT ID CODE                                                  |                                                                                | PAGE OF PAGES<br>1 1                                                                                                                                        |  |
| 2. AMENDMENT/MODIFICATION NO.<br>PS0012                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       | 3. EFFECTIVE DATE<br>See Block 16C                                   |                                                                                | 4. REQUISITION/PURCHASE REQ. NO.                                                                                                                            |  |
| 5. PROJECT NO. (If applicable)<br>HCATS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       | 6. ISSUED BY CODE<br>47QREB                                          |                                                                                | 7. ADMINISTERED BY (If other than Item 6) CODE<br>47QRAD                                                                                                    |  |
| GSA/FAS/PSHC/HCATS<br>ONE WORLD TRADE CENTER<br>NEW YORK NY 10007                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       | GSA/FAS/PSHC/OASIS<br>819 TAYLOR ST, ROOM 13A33<br>FT WORTH TX 76102 |                                                                                |                                                                                                                                                             |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br><br>YOUR RECRUITING COMPANY, INC.<br>Attn: Jeffrey J Kozak<br>3975 FAIR RIDGE DR SUITE 300S<br>FAIRFAX VA 22033-2928                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       | (x)                                                                  |                                                                                | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                                      |                                                                                | 9B. DATED (SEE ITEM 11)                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       | x                                                                    |                                                                                | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>GS02Q16DCR0072                                                                                                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                                      |                                                                                | 10B. DATED (SEE ITEM 13)<br>05/11/2016                                                                                                                      |  |
| CODE 542037808                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                       | 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.<br>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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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)<br>See Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       |                                                                      |                                                                                |                                                                                                                                                             |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                       |                                                                      |                                                                                |                                                                                                                                                             |  |
| 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.                                                                      |                                                                      |                                                                                |                                                                                                                                                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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:                                                                                                                                              |                                                                      |                                                                                |                                                                                                                                                             |  |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | D. OTHER (Specify type of modification and authority)<br>Bilateral Mod IAW FAR 43.103(b) & FAR Class Deviation for FAR 43 in Support of EO 14275                                                                      |                                                                      |                                                                                |                                                                                                                                                             |  |
| <b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       |                                                                      |                                                                                |                                                                                                                                                             |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this bilateral modification is to update the terms and conditions to incorporate the changes to the Federal Acquisition Regulation (FAR) clauses and provisions in response to the Revolutionary FAR Overhaul (RFO) and Executive Order (EO) Restoring Common Sense to Federal Procurement. For details on the GSA deviations, visit: <a href="https://www.acquisition.gov/far-overhaul">https://www.acquisition.gov/far-overhaul</a> . See Continuation Sheet for a summary of the changes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |                                                                      |                                                                                |                                                                                                                                                             |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Jeffrey J Kozak                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                                                      | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Christiane Lynch |                                                                                                                                                             |  |
| 15B. CO-SIGNER OR OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       | 15C. DATE SIGNED<br>1/13/2026                                        |                                                                                | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                                      |                                                                                | 16C. DATE SIGNED<br>1/13/2026                                                                                                                               |  |

Previous edition unusable

## **HCaTS Mod Language: Revolutionary FAR Overhaul (RFO)**

**Block 13D:** Bilateral IAW FAR 43.103(b) and FAR Class Deviation for FAR Part 43 in Support of Executive Order 14275, Restoring Common Sense to Federal Procurement (Revolutionary FAR Overhaul (RFO) initiative)

### **Block 14:**

1. The purpose of this bilateral modification is to update the terms and conditions to incorporate the changes to the Federal Acquisition Regulation (FAR) clauses and provisions in response to the Revolutionary FAR Overhaul (RFO) and Executive Order (EO) *Restoring Common Sense to Federal Procurement*. For details on the GSA deviations, visit: <https://www.acquisition.gov/far-overhaul>.
2. Contractors must accept, sign, and return this modification by January 21, 2026. Failure to sign and return the modification may result in the contract being placed into dormant status.
3. The Revolutionary FAR Overhaul updates currently apply to the FAR. Some GSAR/M provisions and clauses may still reference outdated FAR clauses until conforming updates are issued. In the event of a conflict between the FAR (including RFO deviations) and GSAR/M text, the FAR presides.
4. System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.
5. See Continuation Sheet for a summary of the changes.
6. All other contract terms and conditions remain unchanged.
7. The points of contact for this modification are the HCaTS Contract Specialist, Craig Davis, who can be reached at [craig.davis@gsa.gov](mailto:craig.davis@gsa.gov), and the Contracting Officer, Christiane Lynch, who can be reached at [christiane.lynch@gsa.gov](mailto:christiane.lynch@gsa.gov).

### **Summary of Changes:**

**This modification DELETES the following clauses and provisions:**

- FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- FAR 52.204-27, Prohibition on ByteDance Covered Application
- FAR 52.222-21, Prohibition of Segregated Facilities
- FAR 52.222-26, Equal Opportunity
- FAR 52.223-6, Drug-Free Workplace
- FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving
- FAR 52.225-13, Restrictions on Certain Foreign Purchases
- FAR 52.225-25, Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications
- FAR 52.240-01, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act Covered Foreign Entities
- FAR 52.251-1, Government Supply Sources
- GSAR 552.232-77, Payment by Government Charge Card

**This modification ADDS the following clauses and provisions:**

- FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- FAR 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts
- FAR 52.204-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- FAR 52.204-91, Contractor Identification
- FAR 52.208-90, Government Supply Sources
- FAR 52.212-4, Terms and Conditions—Commercial Products and Commercial Services (Alternate I)
- FAR 52.214-25, Step Two of Two-Step Sealed Bidding
- FAR 52.222-16, Approval of Wage Rates
- FAR 52.226-7, Drug-Free Workplace
- FAR 52.232-22, Limitation of Funds
- FAR 52.232-90, Fast Payment Procedure
- FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certifications
- FAR 52.240-91, Security Prohibitions and Exclusions
- 52.240-92, Security Requirements
- 52.240-93, Basic Safeguarding of Covered Contractor Information Systems

**This modification also updates the following contract sections (Changes to the bold, highlighted text are hereby incorporated while highlighted text with a strikethrough is hereby removed):**

- **B.1.5 ECONOMY ACT**

In accordance with **RFO-2025-17** and FAR Paragraph 17.502-2**(b)**, the Economy Act does not apply to task orders awarded under the HCaTS contracts under the authorities of 5

U.S.C. 1304 and 40 U.S.C. 501.

- **B.2.2 FIXED-PRICE TASK ORDERS**

Fixed-Price contracts are defined under **FAR 16.2 (Class Deviation RFO-2025-16)** and other applicable agency-specific regulatory supplements.

- **B.2.3 COST REIMBURSEMENT TASK ORDERS**

Cost reimbursement contracts are defined under **FAR 16.3 (Class Deviation RFO-2025-16)** and other applicable agency-specific regulatory supplements. **FAR 30 and 31 (Class Deviation RFO-2025-30 and RFO-2025-31)** may apply to cost-reimbursement task orders.

To be considered for cost reimbursement task order awards, the Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

- **B.2.4 INCENTIVE TASK ORDERS**

Incentives are defined under **FAR 16.4 (Class Deviation RFO-2025-16)** and other applicable agency-specific regulatory supplements.

- **B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS**

T&M and L-H contracts are defined under **FAR 16.601 and 16.602 (Class Deviation RFO-2025-16)**, respectively, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30 and/or 52.216-31. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

T&M and L-H task orders require the HCaTS standardized labor categories and their associated rates to be identified in the task order award document.

Ancillary labor categories shall be paid in accordance with FAR 52.212-4 (Alternate I) (for commercial task order CLINs) and/or FAR 52.232-7 (for non-commercial task order CLINs).

- **B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)**

HCaTS labor categories, identified in Attachment J.1 (Standardized Labor

Categories), are considered bona fide executive, administrative, and professional labor that are exempt from the Service Contract Act (SCA).

To the extent that any ancillary labor for services are within the scope of HCaTS and subject to the SCA in accordance with **FAR 22.10 (Class Deviation RFO-2025-22)** and other applicable agency-specific regulatory supplements, the OCO shall identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not. The OCO shall incorporate the appropriate provisions and clauses in each task order solicitation and subsequent award when the SCA applies.

- **B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)**

Outside the Continental United States (OCONUS) is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS.

The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under HCaTS contracts, Contractor personnel assigned to foreign areas shall not receive allowances and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with **Class Deviation RFO-2025-31** and other applicable agency-specific regulatory supplements.

- **B.3.4 TRAVEL**

Travel costs may be firm-fixed price or reimbursed at actual cost in accordance with the limitations set forth in **FAR 31.204 (Class Deviation RFO-2025-31)** and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's standard accounting practices.

- **B.3.5 MATERIALS AND EQUIPMENT**

Material and equipment, as defined in **FAR 45.101 (Class Deviation RFO-2025-45)**, shall be priced in accordance with the terms of the task order solicitation, contract type, and applicable FAR and agency-specific regulatory supplements. Unless

otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to material and equipment consistent with the Contractor's standard accounting practices.

- **B.3.6 SUBCONTRACTING**

For non-commercial items, subcontracting shall follow the procedures set forth in **FAR 44 (Class Deviation RFO-2025-44)** and other applicable agency-specific regulatory supplements.

For commercial items, subcontracting shall follow the procedures set forth in **FAR 12 (Class Deviation RFO-2025-12) and FAR 44.4 (Class Deviation RFO-2025-44)**, and other applicable agency-specific regulatory supplements.

- The reference to "diverse" was deleted from 3.b in section C.1.

- **C.3.1.1 KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)**

This KSA covers many types of customized training and development requirements and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While training and development requirements that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination.

The scope of KSA 1 falls into two domains:

1. Customized Training Services: Includes, but is not limited to, training that is developed and/or delivered to any Federal employee to enhance knowledge, skills and abilities related to a specific title, series and/or function on any subject matter, or general knowledge, skills and abilities. Customized training services may also include, as part of training management support, such support services as course or instructional program administration. Customized training services may also include training that is developed and/or delivered to a

Federal agency's constituency(ies) as a means of enabling the agency to carry out its mission, and

2. Customized Employee Development Services: Includes, but is not limited to, services provided to any Federal employee to develop and/or enhance their general, mission- specific, management and/or leadership knowledge, skills and abilities. A service that is provided to any Federal employee to coach them throughout their transition(s) in the Federal government.

Training and development services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR 37.802-4(a)112 (Class Deviation RFO-2025-37) and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

### ● C.3.1.2 KSA2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

This KSA covers many types of customized human capital strategy services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While human capital strategy services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request a guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination. The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management
- HR Development
- Employee relations
- Labor relations
- Separation management



Human capital strategy services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by **FAR 37.804(a)112 (Class Deviation RFO-2025-37)** and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

- **C.3.1.3 KSA 3 (CUSTOMIZED ORGANIZATIONAL PERFORMANCE IMPROVEMENT)**

This KSA covers many types of customized organizational performance improvement services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While organizational performance improvement services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS.

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS Contract shall not be included in a resultant Task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS CO's determination.

The scope of KSA 3 is inclusive of, but not limited to, improved performance requiring changes in how people are organized around business processes, changes to the processes themselves and the tools created to support those processes, as well as changes in management practices.

Customized organizational performance improvement services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by **FAR 37.804(a)112 (Class Deviation RFO-2025-37)** and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

- **C.3.4 TEMPORARY SUPPORT SERVICES**

Federal agencies may award task orders which include the brief or intermittent use of temporary labor provided that such use is ancillary and incidental to the work to be performed. Services furnished by temporary help firms shall not be regarded or treated as personal services. These services shall not be used in lieu of regular recruitment under civil service laws or to displace a Federal employee. Acquisition of



these services shall comply with the authority, criteria, and conditions of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and Federal agency procedures.

As prescribed in Section B.3.2., if the temporary services fall under the Service Contract Act, OCOs shall include the appropriate clauses as prescribed in **FAR 22.10 (Class Deviation RFO-2025-22)**.

### • C.3.5 SERVICES NOT IN SCOPE

At no time shall an OCO award a task order and a Contractor perform inherently governmental functions in accordance with **FAR 7.5 (Class Deviation RFO-2025-07)** and Office of Federal Procurement Policy (OFPP) Policy Letter 11- 01.

Unless authorized by statute, at no time shall an OCO award a task order and a Contractor perform personal services in accordance with **FAR 37.2 (Class Deviation RFO-2025-37)**.

At no time shall an OCO award a task order and a Contractor perform architect & engineering (A&E) services as defined in FAR Section 2.101 and subject to the Brooks Architect- Engineers Act (40 U.S.C. 1102).

At no time shall an OCO award a task order and a Contractor perform a requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in **FAR 22.001 (Class Deviation RFO-2025-22)**.

At no time shall a task order include as its primary purpose ancillary services as defined in Section C.3.2. At no time shall a task order include as its primary purpose the development of information technology as defined by FAR Section 2.101 and Section C.3.3. At no time shall a task order include as its primary purpose temporary services as defined by **FAR Section 37.802-4 and Section C.3.4 (Class Deviation RFO-2025-37)**.

### • E.1 INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables under HCaTS contract and task orders are subject to the following clauses as applicable and additional requirements may be designated at the task order level.

| FAR                        | TITLE                                          | DATE                                         |
|----------------------------|------------------------------------------------|----------------------------------------------|
| 52.212-4(a)                | Contract Terms and Conditions—Commercial Items | <b>NOV 2023 (Deviation Aug 2025)MAY 2015</b> |
| 52.212-4(a)<br>Alternate I | Contract Terms and Conditions—Commercial Items | <b>NOV 2021 (Deviation Aug 2025)MAY 2014</b> |
| 52.246-1                   | Contractor Inspection Requirements             | APR 1984                                     |

|          |                                             |          |
|----------|---------------------------------------------|----------|
| 52.246-4 | Inspection of Services—Fixed-Price          | AUG 1996 |
| 52.246-5 | Inspection of Services—Cost-Reimbursement   | APR 1984 |
| 52.246-6 | Inspection—Time-and-Material and Labor-Hour | MAY 2001 |

## • F.2 PERFORMANCE

The HCaTS contract and task orders may have Stop-Work Order placed on them or be terminated in accordance with the following clauses (as applicable).

| FAR                        | TITLE                                                                       | DATE                                                             |
|----------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------|
| 52.212-4(l)                | Contract Terms and Conditions—Commercial Items                              | <b>NOV 2023</b><br><b>(Deviation Aug 2025)</b> <b>MAY 2015</b>   |
| 52.212-4(m)                | Contract Terms and Conditions—Commercial Items                              | <b>(Nov 2023)</b><br><b>(Deviation Aug 2025)</b> <b>MAY 2015</b> |
| 52.212-4(l)<br>Alternate I | Contract Terms and Conditions—Commercial Items                              | <b>NOV 2021 MAY 2014</b>                                         |
| 52.212-4(m) Alternate I    | Contract Terms and Conditions—Commercial Items                              | <b>NOV 2021 MAY 2014</b>                                         |
| 52.242-15                  | Stop-Work Order                                                             | AUG 1989                                                         |
| 52.242-15 Alternate I      | Stop-Work Order                                                             | AUG 1984                                                         |
| 52.249-1                   | Termination for Convenience of the Government<br>(Fixed-Price) (Short Form) | APR 1984                                                         |
| 52.249-2                   | Termination for Convenience of the Government<br>(Fixed-Price)              | APR 2012                                                         |
| 52.249-6                   | Termination (Cost-Reimbursement)                                            | MAY 2004                                                         |
| 52.249-6 Alternate IV      | Termination (Cost-Reimbursement)                                            | SEPT 1996                                                        |
| 52.249-8                   | Default (Fixed-Price Supply and Service)                                    | APR 1984                                                         |

## • F.5 PERFORMANCE STANDARDS

HCaTS is a performance-based contract vehicle with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Sections F.5.1 and F.5.2.

In the event the Contract Payment Reporting Module (CPRM) is not operational, the deliverable and reporting requirements shall be provided to HCaTS CO within the stated timeframes. The HCaTS CO has the right to examine the supporting documents for the purpose of enforcing all deliverables and compliances herein.

Failure to meet the following deliverables, reports, or compliance standards, if applicable and FAR 52.204-15 **(Oct 2016) (Deviation Nov 2025)** may result

in activation of Dormant Status (See Section H.24).

## • F.5.2 COMPLIANCE

The following table contains compliances required, if applicable, for HCaTS. Task order compliances will be specified in the task order solicitation. The HCaTS PMO does not waive its right to request other compliances in order to align HCaTS with new statutory or regulatory requirements. The HCaTS PMO will provide the Contractor with at least 90 calendar days' notice of these requirements.

| SECTION                 | REFERENCE                                                                                | COMPLIANCE                                                                                                                                                                                                                                 |
|-------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| G.2.6                   | Contractor Key Personnel                                                                 | The Contractor shall maintain responsive and competent Contractor Key Personnel                                                                                                                                                            |
| G.3.1 & G.3.2.4         | Contract Access Fee (CAF) Remittance                                                     | The Contractor shall submit timely and accurate CAF Payments                                                                                                                                                                               |
| G.3.2.1 through G.3.2.5 | Contract Payment Reporting Module (CPRM)                                                 | The Contractor shall submit timely and accurate data in the CPRM                                                                                                                                                                           |
| G.3.3                   | Individual Subcontracting Reports (ISR)                                                  | The Contractor shall submit timely and accurate ISR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's subcontracting plan                                                |
| G.3.3                   | Summary Subcontracting Reports (SSR)                                                     | The Contractor shall submit timely and accurate SSR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's Subcontracting Plan                                                |
| G.3.5                   | Insurance                                                                                | The Contractor shall submit timely and accurate Certificate(s) of Liability Insurance and maintain adequate insurance coverage at the HCaTS contract and task order level in accordance with <b>FAR 28.3 (Class Deviation RFO-2025-28)</b> |
| G.3.6                   | Mergers, Acquisitions, Novation, and Change-of-Name Agreements                           | The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements                                                                                                        |
| G.3.7                   | Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS) | The Contractor shall maintain accurate FAPIIS information and sufficient financial resources and meet the responsibility standards and qualifications set forth in <b>FAR 9 (Class Deviation RFO-2025-09)</b>                              |

|        |                                                                                                                  |                                                                                                                                                                                                                |
|--------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| G.3.8  | VETS 4212 Reports                                                                                                | The Contractor shall report timely and accurate VETS-4212 Reports in the Department of Labor VETS-4212 website and send the report to the HCaTS CO                                                             |
| G.3.9  | FSRS Reports                                                                                                     | The Contractor shall report timely and accurate subaward and executive compensation data regarding First-Tier subawards in FSRS to meet the FFATA reporting requirements and send confirmation to the HCaTS CO |
| G.3.10 | Post-Award Small Business Program Re-Representation                                                              | The Contractor shall report timely and accurately its small business program re-representation and updated sam.gov,                                                                                            |
| G.4    | HCaTS and Task Order Close-Out                                                                                   | The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.                                                                  |
| H.6.1  | Adequate Accounting System                                                                                       | The Contractor maintains the adequate status of its accounting system and notify HCaTS CO for any changes                                                                                                      |
| H.6.2  | Acceptable Estimating System                                                                                     | (Optional) The Contractor maintains the acceptable status of its estimating system                                                                                                                             |
| H.6.3  | Approved Purchasing System                                                                                       | (Optional) The Contractor maintains the approved status of its purchasing system                                                                                                                               |
| H.6.4  | Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates | (Optional) The Contractor maintains its FPRA, FPRR, and/or Audited Billing Rates                                                                                                                               |
| H.6.5  | Earned Value Management System (EVMS)                                                                            | (Optional) The Contractor maintains its EVMS ANSI/EIA Standard-748                                                                                                                                             |
| H.6.6  | ISO 9001:2008/2015 Certification                                                                                 | Optional) The Contractor maintains its ISO 9001:2008/2015 Certification                                                                                                                                        |
| H.6.7  | ISO/IEC 27001:2013 Certification                                                                                 | (Optional) The Contractor maintains its ISO/IEC 27001:2013 Certification                                                                                                                                       |
| H.7    | Cost Accounting Standards (CAS)                                                                                  | The Contractor maintains CAS compliance and submit updates to the current status                                                                                                                               |
| H.8    | Meaningful Relationship Commitment Letter (MRCL)                                                                 | The Contractor shall honor the commitments contained in all MRCLs                                                                                                                                              |
| H.9    | Professional Employee Compensation Plan                                                                          | The Contractor shall maintain its professional employee compensation plan and submit any updates                                                                                                               |

|      |                                              |                                                                                                                                                                                                                                                                                                                                                                    |
|------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.10 | Uncompensated Overtime Policy                | The Contractor shall maintain their uncompensated overtime policy and submit any updates                                                                                                                                                                                                                                                                           |
| H.15 | Meetings                                     | The Contractor Key Personnel shall attend and actively participate in all meetings, including all PMR meetings                                                                                                                                                                                                                                                     |
| H.17 | Contractor HCaTS Webpage                     | The Contractor shall maintain an HCaTS webpage that meets the minimum webpage requirements                                                                                                                                                                                                                                                                         |
| H.19 | Minimum Task Order Awards or Estimated Value | Starting from the date of the HCaTS Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards, or a total task order estimated value of \$1.5M (total estimated value of all task orders inclusive of all options), or show a good faith effort in responding to competitive solicitations prior to the exercise of Option I under HCaTS |
| H.21 | Ethics and Conduct                           | The Contractor shall adhere to the standards under Section H.21                                                                                                                                                                                                                                                                                                    |

#### ● G.2.4 ORDERING CONTRACTING OFFICER (OCO)

The OCOs are the authorized user and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under HCaTS contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal government, as defined in FAR Section 2.101, or an eligible user as prescribed in GSA Order ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services, shall attend a HCaTS Delegation of Procurement Authority (DPA) training and receive a HCaTS DPA certificate signed by HCaTS CO.

The OCO is encouraged to contact the HCaTS CO or HCaTS PM for any HCaTS-related assistance including, but not limited to, the following:

1. Training on HCaTS and ordering procedures, and
2. Task order scope compliance under HCaTS, and
3. Task order solicitation development, and
4. Assistance on disputes, claims, or protests under HCaTS, and Contractor performance under HCaTS.
5. Contractor performance under HCaTS U.

The OCO's duties include, but are not limited to:

- A. Requesting and receiving a DPA prior to soliciting and awarding a task order under

HCaTS, and

- B. Complying with the terms and conditions of HCaTS (see Section H.3), and
- C. Complying with the procedures outlined in **FAR 19.1 (Class Deviation RFO-2025-19)**, and
- D. Complying with the ordering procedures outlined in **FAR 16.505 (Class Deviation RFO-2025-16)**, and other agency- specific regulatory supplements, and
- E. Issuing task order solicitations under the proper NAICS Code and corresponding HCaTS Contract Number (see Section H.4), and
- F. Allowing a reasonable time for fair opportunity proposal submission, and
- G. Resolving any performance issues, disputes, claims or protests at the task order level, and
- H. Responding to all Freedom of Information Act (FOIA) requests at the task order level, and
- I. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by Federal agencies that do not require the use of CPARS, and
- J. Closing out task orders in a timely manner.

#### ● **G.2.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The HCaTS CO, and OCOs for each task order, may designate a COR(s) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR for each contract and task order shall be described in writing, with copies furnished to the Contractor as prescribed in **FAR 1.404 (Class Deviation RFO-2025-01)**. A COR has no actual, apparent, or implied authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

#### **G.3.2.3 INVOICE DATA**

The Contractor shall report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through GSA's EDW. If no invoice data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the CPRM system for that particular task order.

NOTE: If a contractor does not receive any Task Orders throughout the contract ordering period and fails to report “Zero Invoice Data” in CPRM, and any subsequent documents requested by GSA pursuant to contract closeout, the minimum dollar guarantee payment may be delayed or withheld at the time of closeout. (see Section B.1.7)

Regardless of contract type, the Contractor shall report the following:

- 1. HCaTS SB Contract Number, and
- 2. Task Order Number (not the Solicitation Number), and
- 3. Contractor Invoice Number, and
- 4. Date Invoice Paid, and
- 5. Amount of invoice that was subcontracted, and
- 6. Amount of invoice that was subcontracted to a small business, and
- 7. For each contract type, the Contractor shall report as follows:
  - a. Fixed Price task orders: Total Amount Paid (Lump Sum) by CLIN, and
  - b. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN, and
  - c. Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category.

● **G.3.2.4 CONTRACT ACCESS FEE (CAF) PAYMENT DATA**

The Contractor shall remit the CAF in U.S. dollars to the HCaTS PMO within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

| CALENDAR QUARTERS                               | CAF DUE DATE             |
|-------------------------------------------------|--------------------------|
| 1 <sup>st</sup> Quarter (January 1-March 31)    | April 30 <sup>th</sup>   |
| 2 <sup>nd</sup> Quarter (April 1-June 30)       | July 30 <sup>th</sup>    |
| 3 <sup>rd</sup> Quarter (July 1-September 30)   | October 30 <sup>th</sup> |
| 4 <sup>th</sup> Quarter (October 1-December 31) | January 30 <sup>th</sup> |

Where the CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment, including the consolidation of the CAF across all awarded Pools.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of **FAR 32.6 (Class Deviation RFO-2025-32)**. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off-setting payments and interest on the debt.

The Contractor’s failure to accurately and timely remit the CAF is sufficient cause for the HCaTS PMO to place the contractor in Dormant Status (see Section H.25).

CAF Payment Data shall include:



1. Trace Number, and
2. Total Remitted Amount, and
3. Remit Date, and
4. Amount applied to each Task Order Number (for the reported payment). Contractors are encouraged to submit CAF payments via <https://pay.gov/public/home>>.

### ● G.3.3 SUBCONTRACTING PLAN

A small business concern, as defined in FAR Section 2.101, is not required to have a subcontracting plan. For other than small business concerns, the Offeror shall have a subcontracting plan.

The Contractor shall comply with the Contractor's Subcontracting Plan, incorporated into the HCaTS contract by reference, to ensure that small businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HUBZone Small Businesses (HUBZone SB), Veteran- Owned Small Businesses (VOSB), and Service-Disabled Veteran- Owned Small Businesses (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

As stated in 15 U.S.C. 637(d)(9), any Contractor or Subcontractor failing to comply in good faith with the requirements of the Subcontracting Plan is in material breach of its contract. Further, 15 U.S.C.

637(d)(4)(F) directs that a Contractor's failure to make a good faith effort to comply with the requirements of the Subcontracting Plan may result in the imposition of liquidated damages.

The HCaTS PMO requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for HCaTS contracts. The Contractor retains responsibility for Subcontractor's performance and shall be accountable for their performance. The Contractor agrees to ensure that a Subcontractor agrees to the same restrictions, terms and conditions that apply in the HCaTS contract and implements reasonable safeguards to protect Government-furnished property and information.

The Subcontracting Plan covers the HCaTS program as a whole; however, the Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) per HCaTS contract using the web-based eSRS at <http://www.esrs.gov>.

Affiliates of the Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

Contractors are required to adhere to their subcontracting plan, incorporated into the contract by reference. When a Contractor does not meet any one or more of their subcontracting goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the

ISR/SSR.

NOTE: If a Contractor represented that it was a small business concern prior to award and its size status subsequently changes to other than small business concern based on re-representation as prescribed in FAR 52.219-28 **(Jan 2025) (Deviation Nov 2025)**, the Contractor shall submit to the HCaTS CO its subcontracting plan for review in accordance with FAR 52.219-9 **(Jan 2025) (Deviation Nov 2025)**. The subcontracting plan shall be incorporated in the contract.

- **G.3.5 INSURANCE**

The insurance coverage specified in **FAR 28.3 (Class Deviation RFO-2025-28)** is the minimum insurance requirement for HCaTS. Insurance coverage applies to the HCaTS Program as a whole (i.e., this requirement is cumulative across all Pools the Contractor has been awarded an HCaTS contract under). The OCO may require additional insurance coverage or higher limits specific to a task order awarded under an HCaTS contract.

- **G.3.7 RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)**

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in **FAR 9 (Class Deviation RFO-2025-09)** to continue performance under HCaTS.

Subject to FAR 52.209-9, the Contractor shall update the information in FAPIIS on a semi-annual basis, throughout the term of HCaTS.

- **G.3.8 VETS-4212 REPORTS**

Subject to **FAR 22.1302-1 – Applicability, (Class Deviation RFO-2025-22), FAR 52.222-37 - Employment Reports on Veterans (Jun 2020) (Deviation Nov 2025)**, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), Contractors and Subcontractors shall report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the HCaTS CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. Unpopulated 8(a) joint ventures shall submit a VETS-4212 report for each member/partner of the joint venture as noted above. This report applies to the HCaTS program as a whole, and covers all vehicles and pools under which the Contractor holds contracts.

- **G.3.9 FSRS REPORTS**

Subject to FAR 52.204-10 **(Jun 2020) (Deviation Nov 2025)**, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Subaward Report by the end of the month following the month in which the Prime Contractor awards any subcontract with a value of \$30,000 or more, into the FFATA Subaward Reporting System (FSRS). This report applies for each HCaTS contract.

- **G.3.10 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION**

Subject to FAR 52.219-28 **(Jan 2025) (Deviation Nov 2025)**, if a Contractor represented that it was a small business concern prior to award the Contractor shall re-represent its size status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement, or
2. Within 30 days after a merger or acquisition that does not require a novation, or
3. Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (see Section H.4).

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the representation by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the HCaTS CO in writing within the timeframes prescribed above that the data have been validated or updated, and provide the date of the validation or update.

- **G.4 HCaTS AND TASK ORDER CLOSEOUTS**

HCaTS will be closed out upon the close-out of all task orders awarded under HCaTS contracts and all CAF fees submitted.

The OCO is responsible for closing out their task orders under HCaTS. Task order closeout will be accomplished within the procedures set forth in **FAR 4 (Class Deviation RFO-2025-04) and FAR 42 (Class Deviation RFO-2025-42)**, and other agency-specific regulatory supplements.

For cost reimbursement and time-and-material task orders, the OCO is encouraged to utilize **FAR 42.507 (Class Deviation RFO-2025-42)** to the maximum extent practicable. The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical. The Contractor shall report all task order close outs in the CPRM (see Section G.3.2.5).

- **H.2 OBSERVANCE OF FEDERAL HOLIDAYS**

“5. Juneteenth” was added to the list of federal holidays.

- **H.3 ORDERING PROCEDURES**

All task orders under HCaTS contracts shall:

1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (DPA) (see Section G.2.4), and
2. Be within the scope of Section C and all other terms and conditions of the HCaTS contract, and
3. Identify the HCaTS labor categories and Standard Occupational Classifications (see Section B.2.1 and Attachment J.1 {Standardized Labor Categories}), and
4. Be solicited and awarded under the proper NAICS Code and corresponding Contract
5. Number (see Section H.4), and
6. Identify the proper Product Service Code (see Section H.5), and
7. Comply with the ordering procedures in **FAR 16.505 (Class Deviation RFO-2025-16)** and other applicable agency- specific regulatory supplements.

The OCO shall tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. The OCO is also encouraged to take into consideration the current version of the Human Capital Assessment and Accountability Framework (HCAAF) when defining the scope of their task order.

All costs associated with the preparation, presentation, and discussion of the Contractor’s proposal in response to a task order solicitation will be at the Contractor’s sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

- **H.4.1 PREDOMINANT TASK ORDER NAICS CODE DETERMINATION**

The OCO is responsible for determining which predominant NAICS Code applies to a task order solicitation. The NAICS Code selected determines the corresponding Pool in accordance with Section

H.4.2. Each Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards. Ordering procedures in **FAR 16.506 (Class Deviation RFO-2025-16)** apply. If the solicitation could be classified in two or more NAICS Codes with different size standards, the OCO shall apply the NAICS Code for the industry accounting for the greatest percentage of anticipated task order dollar value.

- **H.6.3 APPROVED PURCHASING SYSTEM**

An approved purchasing system means the Contractor’s purchasing system has been audited under Contractor Purchasing System Review (CPSR) in accordance with **FAR 44.3 (Class Deviation RFO-2025-44)** (Contractors Purchasing Systems Reviews).

An approved purchasing system is not mandatory; however, Contractors are encouraged to maintain an approved purchasing system for the entire ordering period of its HCaTS contract.

- **H.6.4 FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES**

An FPRA, FPRR and Audited Billing Rates are not mandatory; however, Contractors are encouraged to have them audited by DCAA, DCMA or any other CFA for the entire ordering period of their HCaTS contract (IAW **FAR 42.1 (Class Deviation RFO-2025-42)**).

For Time-and-Material, Labor-Hour, and Cost Reimbursement (all types) task orders solicited and awarded under HCaTS contracts, Contractors are encouraged to execute an FPRA and/or audited billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

- **H.7 COST ACCOUNTING STANDARDS (CAS)**

The CAS are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for Contractors to disclose in writing and follow consistently their cost accounting practices.

The Contractor and its Subcontractors may be subject to "full" CAS coverage which requires all 19 standards, "modified" CAS coverage which requires Standards 401, 402, 405, and 406, or be "exempt" from CAS coverage under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. Also, a Contractor under "full" coverage is not subject to a standard where it does not apply.

When a Contractor is subject to CAS, the Contractor shall comply with CAS coverage for task orders awarded under its HCaTS contract.

When a Contractor is subject to CAS, the Contractor shall maintain CAS compliance by DCAA or any other CFA other than DCAA for the entire ordering period of its HCaTS contract. The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes to its CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes, and provide the reason(s) for the change and copies of audit reports, as applicable.

CAS does not apply to task orders and subcontracts for the acquisition of commercial items under **FAR 12 (Class Deviation RFO-2025-12)** or when task orders and subcontracts are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

- **H.20 ETHICS AND CONDUCT**

Personal services are not authorized under HCaTS. HCaTS is strictly for non-personal

services, which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees shall conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in **FAR 3 (Class Deviation RFO-2025-03)**, GSAR Part 503 and other applicable agency-specific regulatory supplements.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status.

### • H.20.3 CONFLICTS OF INTEREST

The guidelines and procedures of **FAR 3 (Class Deviation RFO-2025-3) and GSAR Part 503, and FAR 9.5 (Class Deviation RFO-2025-9)** and GSAR Subpart 509.5, will be used in identifying and resolving any issues of a conflict of interest under HCaTS. The FAR and other applicable agency-specific regulatory supplements will govern task orders awarded under HCaTS contracts.

Assuming no real or potential conflict of interest, a Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under HCaTS or HCaTS SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under HCaTS contracts.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under HCaTS which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an Employee/Contractor Non-Disclosure Agreement Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of its employees. The Contractor shall prohibit employees who have access to nonpublic information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or HCaTS CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

- **H.21 GOVERNMENT PROPERTY**

For task orders awarded under HCaTS contracts, Government property matters shall follow the same policies and procedures for Government property under **FAR 45 (Class Deviation RFO-2025-45)** and other applicable agency-specific regulatory supplements.

**FAR 45 (Class Deviation RFO-2025-45)** does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of HCaTS. The Government will not modify facilities to accommodate contractor-owned equipment or supplies.

The OCO shall tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

- **H.22 SECTION 508 OF THE REHABILITATION ACT OF 1973**

Contractors shall comply with **ICT accessibility standards in accordance with FAR 39.2 (Class Deviation RFO-2025-39)** when developing, procuring, maintaining or using electronic and information technology, unless an exception applies as per **FAR 39.204 (Class Deviation RFO-2025-39)**.

- **H.23 ON-RAMPING**

The total number of HCaTS Contractors may fluctuate due to various reasons, including but not limited to, industry mergers and acquisitions, and changes in contractors' socioeconomic status. To maintain an adequate number of Contractors to compete for task orders in each Pool, HCaTS PMO may determine that it is in the Government's best interest to initiate an on-ramping.

The decision for on-ramping is within the sole discretion of the Government, based on the Government's needs. At the time of an on-ramping, an on-ramping notice and/or solicitation will be posted in Federal Business Opportunities ([www.FBO.gov](http://www.FBO.gov)).

The HCaTS PMO will determine whether it would be in the Government's best interest to add additional Contractors to any of the HCaTS Pools at any time, subject to the following conditions:

1. A notice/solicitation is published in Federal Business Opportunities in accordance with **FAR 5 (Class Deviation RFO-2025-05)**, and under then- applicable Federal procurement law
2. Any Offeror that meets the eligibility requirements set forth in the solicitation may submit a proposal



3. The solicitation identifies the total number of new contracts and the award decision is based upon substantially the same evaluation criteria as the original solicitation or as modified
4. The terms and conditions of any resulting awards are identical to the existing version of the respective HCaTS Pool contract
5. The ordering period will be co-terminous with the existing ordering period of other HCaTS Pool contracts

## - **H.24 DORMANT STATUS**

Dormant Status is a condition that applies to HCaTS and is not a debarment, suspension or ineligibility status as defined in **FAR 9.4 (Class Deviation RFO-2025-09)**. Grounds for being placed in Dormant Status include, but are not limited to, failure to meet the deliverables and compliance requirements specified under Section F.5 (Performance Standards).

The HCaTS CO's final decision may be appealed to the HCaTS Ombudsman under Alternative Disputes Resolution (ADR), or Agency Board of Contract Appeals or United States Court of Federal Claims (See **FAR 33.2 (Class Deviation RFO-2025-33)** and GSAR Subpart 533.2).

## - **I.1 TASK ORDER PROVISIONS AND CLAUSES**

Due to the various combinations of contract provisions and clauses that may be optional under an individual task order based on the contract type, statement of work, dollar value and other specific customer agency requirements, the Human Capital and Training Solutions (HCaTS) cannot predetermine all the contract provisions and clauses for future individual task orders. However, all applicable and required provisions and clauses set forth in FAR Section 52 automatically flow down to all HCaTS task orders, based on their specific contract type, statement of work, competition requirements, commercial or non-commercial determination, and dollar value as of the date the task order solicitation is issued.

**System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.**

**~~All applicable and required provisions and clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-84, effective date September 3, 2015, throughout the entire ordering period under HCaTS. If a future applicable or required provision(s) and/or clause(s) are to the benefit of future task orders solicited under HCaTS, the future applicable or required provision/clause may be updated by FAC No. and effective date by a bilateral modification to HCaTS.~~**

## - **I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**



HCaTS incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/>.

| FAR              | TITLE                                                                                                       | DATE                                   |
|------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 52.202-1         | Definitions                                                                                                 | JUN 2020                               |
| 52.203-3         | Gratuities                                                                                                  | APR 1984                               |
| 52.203-5         | Covenant Against Contingent Fees                                                                            | MAY 2014                               |
| 52.203-6         | Restrictions on Subcontractor Sales to the Government<br><b>(Alternate I)</b>                               | JUN 2020<br><b>(Revision NOV 2021)</b> |
| 52.203-7         | Anti-Kickback Procedures                                                                                    | JUN 2020                               |
| 52.203-8         | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity                            | MAY 2014                               |
| 52.203-10        | Price or Fee Adjustment for Illegal or Improper Activity                                                    | MAY 2014                               |
| <b>52.203-11</b> | <b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b>            | <b>Sep 2024</b>                        |
| 52.203-12        | Limitation on Payments to Influence Certain Federal Transactions                                            | JUN 2020                               |
| 52.203-13        | Contractor Code of Business Ethics and Conduct                                                              | NOV 2021                               |
| 52.203-14        | Display of Hotline Poster(s)                                                                                | NOV 2021                               |
| 52.203-16        | Preventing Personal Conflicts of Interest                                                                   | JUN 2020                               |
| 52.203-17        | Contractor Employee Whistleblower Rights <b>and Requirement to Inform Employees of Whistleblower Rights</b> | <b>JUN 2020</b><br><b>NOV 2023</b>     |

|                  |                                                                                                                |                                         |
|------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 52.204-2         | Security Requirements                                                                                          | MAR 2021                                |
| 52.204-4         | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper                                             | MAY 2011                                |
| 52.204-9         | Personal Identity Verification of Contractor Personnel                                                         | JAN 2011                                |
| 52.204-10        | Reporting Executive Compensation and First-Tier Subcontract Awards                                             | JUN 2020<br><b>(Deviation Nov 2025)</b> |
| 52.204-13        | System for Award Management Maintenance                                                                        | OCT 2018<br><b>(Deviation Nov 2025)</b> |
| <b>52.204-15</b> | <b>Service Contract Reporting Requirements for Indefinite-Delivery Contracts</b>                               | OCT 2016<br><b>(Deviation Nov 2025)</b> |
| <b>52.204-19</b> | <b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b>                      | Jan 2017                                |
| <b>52.204-25</b> | <b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</b> | <b>NOV 2021</b>                         |

|                  |                                                                                                                                  |                                                                   |
|------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <b>52.204-27</b> | <b><del>Prohibition on ByteDance Covered Application</del></b>                                                                   | <b>JUN 2023</b>                                                   |
| <b>52.204-91</b> | <b>Contractor Identification</b>                                                                                                 | <b>NOV 2025</b>                                                   |
| <b>52.208-90</b> | <b>Government Supply Sources</b>                                                                                                 | <b>Nov 2025</b>                                                   |
| 52.209-6         | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment         | <b>JAN 2025</b><br><b>(Deviation Aug 2025)</b><br><b>NOV 2021</b> |
| 52.209-9         | Updates of Publicly Available Information Regarding Responsibility Matters                                                       | OCT 2018<br><b>(Deviation Aug 2025)</b>                           |
| 52.209-10        | Prohibition on Contracting with Inverted Domestic Corporations                                                                   | NOV 2015<br><b>(Deviation Aug 2025)</b>                           |
| 52.210-1         | Market Research                                                                                                                  | NOV 2021<br><b>(Deviation Aug 2025)</b>                           |
| <b>52.212-4</b>  | <b>Terms and Conditions—Commercial Products and Commercial Services (Alternate I)</b>                                            | <b>NOV 2021</b><br><b>(Deviation Nov 2025)</b>                    |
| <b>52.214-25</b> | <b>Step Two of Two-Step Sealed Bidding</b>                                                                                       | <b>APR 1985</b><br><b>(Deviation Nov 2025)</b>                    |
| 52.215-2         | Audit and Records—Negotiation                                                                                                    | JUN 2020                                                          |
| 52.215-8         | Order of Precedence—Uniform Contract Format                                                                                      | OCT 1997                                                          |
| 52.215-14        | Integrity of Unit Prices                                                                                                         | NOV 2021                                                          |
| 52.215-15        | Pension Adjustments and Asset Reversions                                                                                         | OCT 2010<br><b>(Deviation Nov 2025)</b>                           |
| 52.215-18        | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions                                           | <b>JUL 2005</b><br><b>(Deviation Nov 2025)</b>                    |
| 52.215-19        | Notification of Ownership Changes                                                                                                | <b>OCT 1997</b><br><b>(Deviation Nov 2025)</b>                    |
| 52.215-21        | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications                 | JUN 2020<br><b>(Deviation Sep 2025)</b>                           |
| 52.215-21        | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate III) | OCT 1997                                                          |
| 52.215-21        | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate IV)  | OCT 2010<br><b>(Deviation Nov 2025)</b>                           |

|                  |                                                                            |                                                                   |
|------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------|
| 52.216-32        | Task-Order and Delivery-Order Ombudsman                                    | SEP 2019                                                          |
| 52.219-8         | Utilization of Small Business Concerns                                     | <b>JAN 2025</b><br><b>(Deviation Nov 2025)</b><br><b>OCT 2018</b> |
| 52.219-9         | Small Business Subcontracting Plan (Alternate II)                          | NOV 2016<br><b>(Deviation Nov 2025)</b>                           |
| 52.219-28        | Post-Award Small Business Program Re-representation                        | <b>JAN 2025</b><br><b>(Deviation Nov 2025)</b><br><b>MAR 2023</b> |
| 52.222-3         | Convict Labor                                                              | JUN 2003                                                          |
| <b>52.222-21</b> | <b>Prohibition of Segregated Facilities</b>                                | <b>APR 2015</b>                                                   |
| <b>52.222-26</b> | <b>Equal Opportunity</b>                                                   | <b>SEP 2016</b>                                                   |
| <b>52.222-16</b> | <b>Approval of Wage Rates</b>                                              | <b>MAR 2014</b>                                                   |
| 52.222-35        | Equal Opportunity for Veterans                                             | JUN 2020<br><b>(Deviation Nov 2025)</b>                           |
| 52.222-36        | Equal Opportunity for Workers with Disabilities                            | JUN 2020<br><b>(Deviation Nov 2025)</b>                           |
| 52.222-37        | Employment Reports on Veterans                                             | JUN 2020<br><b>(Deviation Nov 2025)</b>                           |
| 52.222-40        | Notification of Employee Rights Under the National Labor Relations Act     | DEC 2010                                                          |
| 52.222-50        | Combating Trafficking in Persons                                           | <b>OCT 2023</b><br><b>(Deviation Nov 2025)</b><br><b>NOV 2021</b> |
| 52.222-54        | Employment Eligibility Verification                                        | <b>JAN 2025</b><br><b>(Deviation Oct 2025)</b><br><b>MAY 2022</b> |
| 52.222-55        | Minimum Wages for Contractor Workers Under Executive Order 14026           | Jan 2022<br>(Deviation Nov 2025)                                  |
| 52.223-5         | Pollution Prevention and Right-to-Know Information                         | MAY 20 <b>2411</b>                                                |
| <b>52.223-6</b>  | <b>Drug-Free Workplace</b>                                                 | <b>MAY 2001</b>                                                   |
| <b>52.223-18</b> | <b>Encouraging Contractor Policies to Ban Text Messaging While Driving</b> | <b>JUN 2020</b>                                                   |
| 52.224-1         | Privacy Act Notification                                                   | APR 1984                                                          |
| 52.224-2         | Privacy Act                                                                | APR 1984                                                          |
| <b>52.225-13</b> | <b>Restrictions on Certain Foreign Purchases</b>                           | <b>FEB 2021</b>                                                   |
| <b>52.225-25</b> | <b>Prohibition on Contracting With Entities Engaging in Certain</b>        | <b>JUN 2020</b>                                                   |

|                   |                                                                                       |                                                |
|-------------------|---------------------------------------------------------------------------------------|------------------------------------------------|
|                   | <b>Activities or Transactions Relating to Iran—Representation and Certifications.</b> |                                                |
| <b>552.226-7</b>  | <b>Drug-Free Workplace</b>                                                            | <b>MAY 2024</b>                                |
| 52.227-1          | Authorization and Consent                                                             | JUN 2020                                       |
| 52.227-2          | Notice and Assistance Regarding Patent and Copyright Infringement                     | JUN 2020                                       |
| 52.227-3          | Patent Indemnity                                                                      | APR 1984                                       |
| 52.227-14         | Rights in Data—General                                                                | MAY 2014                                       |
| 52.227-17         | Rights in Data—Special Works                                                          | DEC 2007                                       |
| 52.228-5          | Insurance—Work on a Government Installation                                           | JAN 1997                                       |
| 52.229-3          | Federal, State, and Local Taxes                                                       | FEB 2013                                       |
| 52.230-2          | Cost Accounting Standards                                                             | JUN 2020<br><b>(Deviation Nov 2025)</b>        |
| 52.230-3          | Disclosure and Consistency of Cost Accounting Practices                               | JUN 2020<br><b>(Deviation Nov 2025)</b>        |
| 52.230-6          | Administration of Cost Accounting Standards                                           | JUN 2010<br><b>(Deviation Nov 2025)</b>        |
| 52.232-1          | Payments                                                                              | APR 1984                                       |
| 52.232-8          | Discounts for Prompt Payment                                                          | FEB 2002                                       |
| 52.232-9          | Limitation on Withholding of Payments                                                 | APR 1984                                       |
| 52.232-11         | Extras                                                                                | APR 1984                                       |
| 52.232-17         | Interest                                                                              | MAY 2014                                       |
| 52.232-18         | Availability of Funds                                                                 | APR 1984                                       |
| <b>52.232-22</b>  | <b>Limitation of Funds</b>                                                            | <b>APR 1984</b><br><b>(Deviation Nov 2025)</b> |
| 52.232-23         | Assignment of Claims                                                                  | MAY 2014                                       |
| 52.232-25         | Prompt Payment                                                                        | JAN 2017                                       |
| 52.232-33         | Payment by Electronic Funds Transfer-System for Award Management                      | OCT 2018                                       |
| 52.232-39         | Unenforceability of Unauthorized Obligations                                          | JUN 2013                                       |
| 52.232-40         | Providing Accelerated Payments to Small Business Subcontractors                       | MAR 2023                                       |
| <b>552.232-90</b> | <b>Fast Payment Procedure</b>                                                         | <b>MAY 2006</b><br><b>(Deviation Nov 2025)</b> |
| 52.233-1          | Disputes                                                                              | MAY 2014<br><b>(Deviation Nov 2025)</b>        |
| 52.233-3          | Protest after Award                                                                   | AUG 1996                                       |

|                  |                                                                                                                                                              |                                                                   |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
|                  |                                                                                                                                                              | <b>(Deviation Nov 2025)</b>                                       |
| 52.233-4         | Applicable Law for Breach of Contract Claim                                                                                                                  | OCT 2004<br><b>(Deviation Nov 2025)</b>                           |
| 52.237-2         | Protection of Government Buildings, Equipment, and Vegetation                                                                                                | APR 1984                                                          |
| 52.237-3         | Continuity of Services                                                                                                                                       | JAN 1991                                                          |
| <b>52.240-01</b> | <del><b>FAR 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act - Covered Foreign Entities</b></del> | <b>NOV 2024</b>                                                   |
| <b>52.240-90</b> | <b>Security Prohibitions and Exclusions Representations and Certifications</b>                                                                               | <b>NOV 2025</b>                                                   |
| <b>52.240-91</b> | <b>Security Prohibitions and Exclusions</b>                                                                                                                  | <b>NOV 2025</b>                                                   |
| <b>52.240-92</b> | <b>Security Requirements</b>                                                                                                                                 | <b>NOV 2025</b>                                                   |
| <b>52.240-93</b> | <b>Basic Safeguarding of Covered Contractor Information Systems</b>                                                                                          | <b>NOV 2025</b>                                                   |
| 52.242-13        | Bankruptcy                                                                                                                                                   | JUL 1995                                                          |
| 52.243-1         | Changes—Fixed-Price (Alternate I)                                                                                                                            | APR 1984<br><b>(Deviation Nov 2025)</b>                           |
| 52.244-5         | Competition in Subcontracting                                                                                                                                | <b>AUG 2024</b><br><b>DEC 1996</b>                                |
| 52.244-6         | Subcontracts for Commercial <b>Products and Commercial Services Items</b>                                                                                    | <b>JAN 2025</b><br><b>(Deviation Nov 2025)</b><br><b>JUN 2023</b> |
| 52.245-1         | Government Property                                                                                                                                          | SEP 2021                                                          |
| 52.245-9         | Use and Charges                                                                                                                                              | APR 2012                                                          |
| 52.246-25        | Limitation of Liability—Services                                                                                                                             | FEB 1997                                                          |
| 52.249-1         | Termination for Convenience of the Government (Fixed-Price) (Short Form)                                                                                     | APR 1984                                                          |
| 52.249-2         | Termination for Convenience of the Government (Fixed-Price)                                                                                                  | APR 2012                                                          |
| 52.249-6         | Termination (Cost-Reimbursement)                                                                                                                             | MAY 2004                                                          |
| 52.249-6         | Termination (Cost-Reimbursement) (Alternate IV)                                                                                                              | SEP 1996                                                          |
| 52.249-8         | Default (Fixed-Price Supply and Service)                                                                                                                     | APR 1984                                                          |
| <b>52.251-1</b>  | <b>Government Supply Sources</b>                                                                                                                             | <b>APR 2012</b>                                                   |
| 52.253-1         | Computer Generated Forms                                                                                                                                     | JAN 1991<br><b>(Deviation Nov 2025)</b>                           |

- See Section I.2.3 of the Unrestricted Master Contract for a full list of clauses.