# Solicitation Document

Title : **General Purpose Commercial Information Technology Equipment, Software and Services**

Solicitation Number : **FCIS-JB-980001-B**

Refresh Number : **30**

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# COVER PAGE

1. SOLICITATION REFRESH. This is the latest version (refresh) of the Information Technology Schedule 70 Solicitation, originally issued on March 28, 1998. The Solicitation Number is still FCIS-JB-980001-B. This Refresh is simply an update to the original Solicitation. The only changes, unless otherwise indicated, are updates to the provisions and clauses from the original solicitation. All amendments have been incorporated into the refreshed solicitation.

Be advised that any offers using earlier Refresh versions, received 30 days after the release and publication of this Refresh will be automatically rejected and returned to the Offeror. The Refresh publication/creation date can be found on the previous page.

DOWNLOAD THE SOLICITATION: https://www.fbo.gov/spg/GSA/FSS/FCI/FCIS-JB-980001-B/listing.html

2. FONT SIZE. Hardcopy responses to this electronically available solicitation, AT A MINIMUM, must be in a font size no smaller than 10 CPI (characters per inch).

3. EQUAL OFFERING. Sales and Maintenance service must be provided to, at a MINIMUM, the 48 contiguous states, and the District of Columbia, in the same manner as it is offered to commercial customers.

4. CONTRACT PERIOD. Contracts awarded under this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended). Contracts awarded under this Information Technology Solicitation will have variable contract periods; i.e., contracts will be in effect for an initial period of five years from the date of award. There is a possibility to extend the contract for three optional five year periods, for a possible total contract period of 20 years. See I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN).

5. SUBMISSION OF OFFER. Information about this particular solicitation can be obtained from the issuing office address shown herein.

Vendors must submit offers through the GSA eOffer system (http://eoffer.gsa.gov/). Please note that Digital Certificates are required when using the eOffer system. For assistance, please visit the Vendor Support Center (http://vsc.gsa.gov).

When completing the STANDARD FORM 1449, entitled SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS, offerors must complete block 12, 17, 23, 24, sign block 30a/30b, and date block 30c. Conditional Documentation may be required depending on the specifics/type of the offer.

BY SIGNING AND SUBMITTING THE SF1449, THE OFFEROR HAS READ, UNDERSTANDS, AND AGREES TO THE CONTRACT TERMS AND CONDITIONS OF THE SOLICITATION UNLESS OTHERWISE NOTED WHEN THE OFFER IS SUBMITTED.

For your convenience, the standard Terms and Conditions of each SIN have been replicated in additional Attachments. The Terms and Conditions found in the Attachments are FOR REFERENCE PURPOSES ONLY. The Offeror is still obligated to complete and return their Offered Pricing / Price List Document which includes the Terms and Conditions applicable to each SIN. These additional Terms and Conditions will be part of your awarded contract.

6. INCORPORATED BY REFERENCE (IBR). Many of the provisions and clauses cited in this solicitation are incorporated by reference to the appropriate section of the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled 'Regulations Incorporated by Reference', or they can be accessed at the following URLs:

FAR: https://www.acquisition.gov/far/
GSAM: https://www.acquisition.gov/gsam/gsam.html

Copies of FAR may be purchased from:
Superintendent of Documents
Government Printing Office (GPO)

Washington, DC 20402

7. RECEIPT OF OFFERS/SCHEDULE CONTRACT PERIOD. This standing solicitation will remain in effect until replaced by an updated solicitation. There will be no closing date for receipt of offers. Therefore, offers may be submitted for consideration at any time. See A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION.

8. SOLICITATION FORMAT/CONTENTS. This solicitation has been prepared in accordance with FAR Part 12, Acquisition of Commercial Items, which implements Title VIII of the Federal Acquisition Streamlining Act (FASA) of 1994 (Public Law 103-355), the Clinger-Cohen Act of 1996 (Public Law 104-106), and the final rule, published as General Services Administration Acquisition Regulation (GSAR) Change 76, regarding commercial item acquisitions under the Multiple Award Schedules Program. The contract format and data requirements in this solicitation differ somewhat from previous solicitations. Offerors are strongly advised to carefully review the entire solicitation document.

9. INTERNET PROTOCOL VERSION 6 (IPv6). All Information Technology offers at the time of submission dealing with Internet Protocol (IP) are self certifying offerings as Internet Protocol Version 6 (IPv6) compliant.

10. MANDATORY ACCEPTANCE OF CREDIT CARD. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Contractors are encouraged to accept credit cards for orders above the micro-purchase threshold. See GSAR 552.232-77 PAYMENT BY CREDIT CARD, VARIATION.

11. PAST PERFORMANCE. In order to assist the Government in assessing an Offeror's past performance, each company responding to this solicitation will be required to have Dun & Bradstreet (D&B) c/o Open Ratings, a strategic partner with D&B, complete a Past Performance Evaluation Report on that firm. The request must be made prior to the submission of a proposal. Each Offeror must submit, with its proposal, a completed copy of the past performance evaluation form sent, by the Offeror, to Open Ratings. Any charges associated with the Past Performance Evaluation Report will be paid by the Offeror. SEE PAST PERFORMANCE EVALUATION.

12. COOPERATIVE PURCHASING. Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act to allow for cooperative purchasing. Cooperative Purchasing authorizes State and local government entities to purchase Information Technology (IT) supplies/products and services from the GSA IT Schedule 70 and the Consolidated Schedule contracts containing Information Technology (IT) Special Item Numbers (SINs).

State and local government entities means: the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The Final Rule regarding Cooperative Purchasing was issued in the Federal Register on May 18, 2004, and was incorporated via Refresh 14.

When submitting an Offer, please INDICATE IN YOUR COVER LETTER, which Special Item Numbers (SINs) are to include COOPERATIVE PURCHASING.

13. DISASTER RECOVERY. This provides for state and local governments to use GSA's schedules for Disaster Recovery as provided for in Section 833 of the National Defense Authorization Act of Fiscal Year 2007, commonly known as the John Warner National Defense Authorization Act (P.L. 109-364). Specifically, it authorizes the use of Federal Supply Schedules by state and local governments to facilitate recovery from major disaster, terrorism, nuclear, biological, chemical, or radiological attacks. The disaster must be declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et.seq.)

NOTE: If the Offeror chooses to participate in Disaster Recovery (GSAR 552.238-80), the program then applies to ALL SINs listed under the offer. Please respond to the Disaster Recovery option when submitting the Vendor Response Document.

14. 00CORP - CONSOLIDATED SCHEDULE (Formerly Corporate Contracts Schedule). The Consolidated Schedule adds value by simultaneously reducing administrative costs, shortening lead times and ensuring quality services and related supplies. This Schedule covers a broad spectrum of services for various functional

domains, including engineering, information technology, logistics, and management/organizational business improvement services.

This Schedule is a tool for federal agencies to issue task orders to a single company to perform a requirement that includes services falling within the scope of several individual Schedules. If you feel that your company would better benefit from a Consolidated Schedule, please submit your offer under 00CORP - CONSOLIDATED SCHEDULE (Formerly Corporate Contracts Schedule) instead of Schedule 70.

15. DANGER PAY. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions. The Department of State Standardized Regulations (DSSR) provides for additional compensation for service in foreign locations where conditions of environment differ substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive.

Danger Pay and Hardship Post differential rates must be negotiated at the MAS contract level. The Contractor may request these rates upon award or via contract modification any time after award. Applicable SINs under Schedule contracts may include a Danger Pay or Hardship Post differential. If it is included, it is a rate differential. The Ordering Agency Contracting Officer has the authority to determine whether or not it is appropriate for an individual order. For more information on Danger Pay, please see the Department of State's website: http://www.state.gov.

16. FOREIGN VENDORS. Offerors from foreign countries are obligated to the same rules and regulations as domestic offerors, however there are some minor differences. The requirements for Foreign Vendors include but are not limited to the items listed below. The list is simply an aid and may not be complete. Additional documentation or certifications may be required by the Contracting Officer at anytime.

Foreign Vendors:
- Must submit a Small Business Plan only if the offeror has physical offices located with the United States.
- Are still obligated to obtain a DUNS #
- Must submit all prices in US Dollars
- Must perform the currency conversion at the time the order is placed
- Be TAA compliant

Please read the entire Solicitation for the full list of requirements for Foreign Vendors.

17. FEDERAL ASSETS SALES. An executive agency may sell personal property (including on behalf of another agency when so requested) only if it is a designated Sales Center (SC), or if the agency has received a waiver from the eFAS Planning Office. An SC may engage contractor support to sell personal property. Only a duly authorized agency official may execute the sale award documents and bind the United States. CITATION: Code of Federal Regulations 41CFR102-38.40.

18. PROPOSED ECONOMIC PRICE ADJUSTMENT (EPA) MECHANISM. EPA is described in detail in Clauses I-FSS-969 and 552.216-70.

19. GSA ADVANTAGE! An electronic information and ordering system, known as GSA Advantage! encompasses all of the products and services under this schedule (I-FSS-597). Contractors are required to display product, service and pricing information on GSA Advantage! within 6 months after the contract award.

20. RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS. Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer. Refer to Clause 52.219-28 (JUN 2007).

21. ADVISORY ASSISTANCE SERVICES. Offerors are advised that nongovernment consultants may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. They shall be expressly prohibited from scoring, ranking, or recommending the selection of a source. All nongovernment consultants have signed a Non-Disclosure Agreement. Each nongovernment consultant has expressly agreed to maintain the confidentiality of all documents, data and other information provided, obtained, or accessed from the General

Services Administration (GSA) and among other attestations, agreed to the following:

(a) The contractor assumes full responsibility for and guarantees the security and confidentiality of all documents, data, and other information supplied or gleaned from GSA; and
(b) The contractor will prevent any person from disclosing the contents or description of documents, data, or information, including proprietary information maintained by the Government to any person not authorized by GSA or to have access to such documents or information.

22. SECTION 508 COMPLIANCE. Section 508 is a part of the Rehabilitation Act of 1973 which requires that electronic and information technology (EIT) developed, procured, maintained, or used by the Federal government be accessible to people with disabilities. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, which includes the Rehabilitation Act Amendments of 1998. Section 508 was originally added to the Rehabilitation Act in 1986; the 1998 amendments significantly expand and strengthen the technology access requirements in Section 508.

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Offerors are required to self-certify that their products or services are in compliance with Section 508 technical standards. Therefore, the offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). The purpose of the VPAT is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial EIT products and services with features that support accessibility.

The Offeror must comply with all required Federal or agency standards as specified in the scope of Work for each Task Order. Section 508, the Federal Information Technology Accessibility Initiative (36 CFR 1194), is incorporated into and made a part of this solicitation. Compliance with the applicable Section 508 standards is a material requirement of this solicitation.

All EIT deliverables resulting from task orders placed against this solicitation, inclusive of electronic documents, must meet all minimum accessibility requirements as well as Section 508 technical standards at a minimum. The offeror must reference the Section 508 technical standards below as a resource for meeting compliance of deliverables:

1194.21 Software applications and operating systems
1194.22 Web-based Intranet and Internet Information and Applications
1194.23 Telecommunications Products
1194.24 Video and multimedia products
1194.25 Self contained, closed products
1194.26 Desktop and portable computers
1194.31 Functional Performance Criteria
1194.41 Information, Documentation and Support
World Wide Web Consortium (W3C) www.w3c.org

23. SUBMISSION OF MODIFICATIONS. Vendors must submit their modifications to current contracts using the eOffer/eMod system (http://eoffer.gsa.gov/). Please note that Digital Certificates are required when using the eOffer/eMod system. For technical issues or concerns with the eMod system, please send an email to eoffer@gsa.gov.

24. Points of Contact

For general questions regarding MAS IT Schedule 70 Contracting:
Customer Service
Phone: 1-877-446-IT70 (4870)
Email: IT.Center@gsa.gov

For questions regarding eOffer submission or Certifications:
Vendor Support Center
visit www.gsa.gov/vsc.
Phone: 1-877-495-4849

For general questions regarding HSPD 12:
Email: hspd12@gsa.gov
Phone: 1-703-605-2727

For general questions regarding COMSATCOM:
Email: fasnetworkservice@gsa.gov
Phone: 1-877-387-2001

**Begin Regulation**

## CP-FSS-1-C (MAY 2000)

Solicitation No. FCIS-JB-980001-B Refresh 30

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP Class 70 PART Not Applicable SECTION Not Applicable

COMMODITY: Information Technology Supplies

FSC CLASS(ES)/PRODUCT CODE(S): 7010

(b) **STANDARD INDUSTRY GROUP**: 70

SERVICE: Information Technology Professional Services

SERVICE CODE(S): D302

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

**Begin Regulation**

## CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

Note: Regulation CP-FSS-19
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**Begin Regulation**

## CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

**The deleted regulations(s) from previous refresh are listed below**

| Number | Title | Clause/Provision |
|---|---|---|
| 552.233-70 | PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000) | Provision |
| CP-FSS-20 | SECURITY EXAMINATION OF HAND-DELIVERED OFFERS (JAN 1998) | Provision |
| 52.210-1 | MATERIAL RESEARCH (APR 2011) | Clause |
| 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011) | Provision |

**The added regulation(s) in new refresh are listed below**

| Number | Title | Clause/Provision |
|---|---|---|
| 552.212-70 | PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997) | Clause |
| 552.246-73 | WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003) | Clause |
| 552.211-78 | COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996) | Clause |
| 52.232-7 | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (FEB 2007) (ALTERNATE I - FEB 2007) | Clause |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009) | Clause |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010) | Clause |
| 552.238-72 | IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003) (DEVIATION I - AUG 2011) | Clause |
| 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011) | Clause |
| 52.219-3 | NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) | Clause |
| 52.219-3 | NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) (ALTERNATE I -- NOV 2011) | Clause |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) | Clause |
| 52.219-13 | NOTICE OF SET-ASIDE OF ORDERS (NOV 2011) | Clause |
| 52.219-27 | NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011) | Clause |
| 52.219-29 | NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (NOV 2011) | Clause |
| 52.219-30 | NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (NOV 2011) | Clause |

**The updated regulation(s) in new refresh are listed below**

| Number | Title | Clause/Provision |
|---|---|---|
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) | Clause |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING (NOV 2011) | Clause |

| | | |
|---|---|---|
| 52.225-5 | TRADE AGREEMENTS (NOV 2011) | Clause |
| SCP-FSS-003 | GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2011) (ALTERNATE I -- DEC 2010) | Provision |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN -- REPRESENTATION AND CERTIFICATION (NOV 2011) | Provision |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) | Clause |
| 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2011) | Provision |
| 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2011) (ALTERNATE II - DEC 2010) | Clause |

**The added SINS in new refresh are listed below**

| SIN # | SIN Title | Total Sales in $ |
|---|---|---|
| 132 99 | Introduction of New Information Technology Services and/or Products SUBJECT TO COOPERATIVE PURCHASING | $0 |

**The deleted SINS in new refresh are listed below**

| SIN # | SIN Title | Total Sales in $ |
|---|---|---|

**Begin Regulation**

### CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: GSA/FAS
CENTER FOR IT SCHEDULE PROGRAM
SOLICITATION NO. FCIS-JB-980001-B
ATTN: BOOCO
2200 CRYSTAL DRIVE
CP#4, ROOM 606
ARLINGTON, VA 22202

or

Phone (703)605-2666 or;
(703)605-2700.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

**Begin Regulation**

### 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding $500,000 ($1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Note: Regulation 552.219-71
For clause 552.219-71, the thresholds have been increased to $650,000 ($1.5 Million for construction).

**Begin Regulation**

## SCP-FSS-003 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2011) (ALTERNATE I — DEC 2010)

(a) Read the entire solicitation document prior to preparation of the offer.

(b) All information provided by the offeror shall be current, concise, and complete. It shall demonstrate a thorough understanding of the requirements of this solicitation. By signing and dating the offer, the offeror attests that there have been no changes to the text of this solicitation, unless otherwise stated.

(c) (1) All offers shall include the following Evaluation Factors. Omission of any section or substantial deficiencies within any Factor may result in rejection of the offer.

(i) FACTOR 1. *Financial Responsibility Determination*

(ii) FACTOR 2. *Corporate Experience*

(iii) FACTOR 3. *Past Performance*

(iv) FACTOR 4. *Project Experience for SIN 132-51 and SIN 132-60f only* (IT and IAM Professional Services only)

(v) FACTOR 5: *Project Experience for SIN 132-54, Commercial Satellite Communications* (COMSATCOM) *Transponded Capacity and SIN 132-55, COMSATCOM Subscription Services*

(vi) FACTOR 6*: Information Assurance Minimum Security Controls Compliance for SIN 132-54, Commercial Satellite Communications* (COMSATCOM) *Transponded Capacity and SIN 132-55, COMSATCOM Subscription Services only.*

(vii) FACTOR 7. *Price Proposal*

(2) The evaluation factors will be used to evaluate the merit or excellence of the proposed factors, the work to be performed, service to be provided and for fair and reasonable pricing. Award will be made on a SIN by SIN basis. A rating of unacceptable under any Evaluation Factor may result in an “unacceptable” rating for that SIN and that SIN will be rejected. Offerors determined unacceptable for all proposed SINs will be rejected.

(d) Electronic submission of offers via eOffer is mandatory via http://eOffer.gsa.gov, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov).

(e) The attached Commercial Sales Practices Format (CSP-l) shall be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP-1 shall be completed for each pricing structure proposed. Provide a

rationale for the estimated GSA contract annual sales.

(f) Offers may be rejected if they do not meet all of the following criteria:

(1) Submit “Pathway to Success” training certificate.

(2) Submit a signed and dated Standard Form 1449.

(3) Submit a completed Vendor Response Document.

(4) The offeror currently has an up-dated registration in Central Contractor Registry (CCR).

(5) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.

(6) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).

(7) Submit a completed Commercial Sales Practices (CSP-1) Format.

(8) Submit a complete Small Business Subcontracting Plan (For Large Businesses).

(9) Submit Labor Category Matrix (For Professional Services only) (See Sample Attachment).

(10) Submit a proposed Authorized Information Technology Schedule Pricelist General Purpose Commercial Information Technology, Equipment, Software and Services. Guidance for developing the pricelist is attached to the solicitation.

(11) If other than the manufacturer, submit a Letter of Supply

(12) Submit a Dealer / Reseller Spreadsheet (For supplies only) (See Sample Attachment)

(13) Submit course names, brief description, length of course, type of training, location (on or off customer site) and any other pertinent details to the training offered (For SIN 132-50 only)

(14) If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer's software and/or hardware products (For SIN 132-50 only)

(g) (1) Pursuant to FAR 15.404 -- Price Evaluation -- The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation. Pricing shall be submitted and clearly identified as being based either on a “Commercial Price List” or on “Commercial Market Price,” as defined in FAR 2.101 (“Catalog Price” and “Market Prices” under the definition of “Commercial Item”).

(2) The offeror shall provide supporting pricing documentation for EACH proposed service and supply/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and shall be included in the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(h) If offering professional services (as defined by 29 CFR 541) (SINs 132-51and/or 132-60f) --

(1) Offeror shall submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

(2) The offeror shall include a detailed narrative containing sufficient information for each of the services/products offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate that will enable the Contracting Officer to determine the rate fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.

Note: Regulation SCP-FSS-003
Based on the specific product, service, or solution offered, the contract specialist will coordinate, if necessary, among a team of contracting officials. The offer is reviewed to ensure compliance with the solicitation instructions. The contract specialist will either contact offerors via telephone, e-mail or letter notifying them of deficiencies associated with their respective offer.

Once all administrative issues are addressed, the contract specialist will continue the review to determine if offerors are a responsible contractors and the prices offered are fair and reasonable. Once this review is completed and all administrative issues are addressed, the contract specialist will contact offerors to begin negotiations, if necessary.

Upon completion of any negotiation, the contracting officer will make an award or no award decision. If award is made, the contracting officer will process the contractual documents and provide the contractor with further instructions. Upon award, you will receive a copy of the fully executed SF1449, signed by the contracting officer.

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# Part I - GOODS & SERVICES

NOTE 1: When submitting an Offer, please indicate in your Cover Letter, which Special Item Numbers (SINs) are to include Cooperative Purchasing.

NOTE 2: THE FOLLOWING ARE EXCLUDED FROM THE INFORMATION TECHNOLOGY SCHEDULE:

i. Radar Equipment (except airborne radar equipment). Offers for radar equipment (other than airborne radar equipment) must be made under Federal Supply Schedule 581.

ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support. Offers which are limited to the electrical equipment cited above should be made under Federal Supply Schedule 56 Building and Building Materials/Industrial Services and Supplies. Contact Ms. Haley Naegele at (817)574-2482.

iii. Training Courses for products which are outside the scope of this Schedule.

iv. Diskettes, disk cartridges, disk packs, tape cartridges, tapes, optical disks, toner cartridges, plotter pens, etc. may be offered only in conjunction with the hardware devices which utilize these supply items. Offers which do not include the hardware devices may be made under Federal Supply Schedule 75. Contact the Business Management Division of Office Supplies and Administrative Services Center at (212)264-0868 or smartshop@gsa.gov.

v. Carrying cases, except one per portable CPU purchase.

vi. RESERVED.

vii. Subscription services for databases on magnetic media and/or on optical disk.

viii. Any products which are not U.S. Made End Products, Designated Country End Products, Caribbean Basin Country End Products, Canadian End Products, or Mexican End Products in accordance with FAR 25.402.

ix. Any products or services that are not "commercial" as defined in accordance with FAR 52.101.

## 132 3 --- Leasing of Products - SUBJECT TO COOPERATIVE PURCHASING

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $17,141,883
**Sales Period:** Oct 1, 2010 to Sep 30, 2011

**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** W070
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 532420 | Office Machinery and Equipment Rental and Leasing | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class W058 LEASE OR RENTAL OF EQUIPMENT- COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT
- Lease of Producs

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
- Lease of Products

## 132 4 --- Daily/Short Term Rental - SUBJECT TO COOPERATIVE PURCHASING

Daily or Short Term Rental of Information Technology Equipment is from one day to 365 days.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $1,231,917
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** W070
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 532420 | Office Machinery and Equipment Rental and Leasing | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class W058 LEASE OR RENTAL OF EQUIPMENT- COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT

• Daily/Short Term Rental

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
• Daily/Short Term Rental

## 132 8 --- Purchase Of New Equipment - SUBJECT TO COOPERATIVE PURCHASING

Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition input/output ( I/O) devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment, and installation of telephone equipment.

NOTE: Vendors offering New Equipment under SIN 132-8 are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $1,988,239,922
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 7010
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 334111 | Electronic Computer Manufacturing | 1000 employees |
| 334112 | Computer Storage Device Manufacturing | 1000 employees |
| 334113 | Computer Terminal Manufacturing | 1000 employees |
| 334119 | Other Computer Peripheral Equipment Manufacturing | 1000 employees |
| 334210 | Telephone Apparatus Manufacturing | 1000 employees |
| 334220 | Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing | 750 employees |

| | | |
|---|---|---|
| 334290 | Other Communications Equipment Manufacturing | 750 employees |
| 334511 | Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing | 750 employees |
| 443120 | Computer and Software Stores | $25.5 million |

**SubSIN Categorie(s):**

FSC/PSC Class 5805 TELEPHONE AND TELEGRAPH EQUIPMENT
- Audio and Video Teleconferencing Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Equipment

FSC/PSC Class 5810 COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
- Communications Security Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5815 TELETYPE AND FACSIMILE EQUIPMENT
- Facsimile Equipment (FAX)
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5820 RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
- Broadcast Band Radio Transmitters/Receivers/Antennas
- Microwave Radio Equipment/Antennas and Waveguides
- Satellite Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Two-Way Radio Transmitters/Receivers/Antennas

FSC/PSC Class 5821 RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
- Airborne Radio Transmitters/Receivers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5825 RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
- Radio Navigation Equipment/Antennas
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5826 RADIO NAVIGATION EQUIPMENT, AIRBORNE
- Airborne Radio Navigation Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5830 INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
- Pagers and Public Address Systems (wired and wireless transmission, including background music systems)

FSC/PSC Class 5841 RADAR EQUIPMENT, AIRBORNE
- Radar Equipment, Airborne
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5895 MISCELLANEOUS COMMUNICATION

EQUIPMENT
- Miscellaneous Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5995 CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATION EQUIPMENT
- Communications Equipment Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6015 FIBER OPTIC CABLES
- Fiber Optic Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6020 FIBER OPTIC CABLE ASSEMBLIES AND HARNESSES
- Fiber Optic Cable Assemblies and Harnesses
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6145 WIRE AND CABLE, ELECTRICAL
- Coaxial Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION
- End User Computers/Desktop Computers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other System Configuration Equipment Not Elsewhere Classified: Provide specific information.
- Professional Workstations
- Servers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7025 ADP INPUT/OUTPUT AND STORAGE DEVICES
- Displays
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Optical Recognition Input/Output Devices
- Other Communications Equipment
- Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information.
- Printers
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

FSC/PSC Class 7035 ADP SUPPORT EQUIPMENT
- ADP Support Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7042 MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Answering and Voice Messaging Systems

FSC/PSC Class 7050 ADP COMPONENTS
- ADP Boards
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class N058 INSTALLATION OF EQUIPMENT- COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT
- Deinstallation for equipment offerered under SIN 132-8
- Installation for equipment offerered under SIN 132-8
- Reinstallation for equipment offerered under SIN 132-8

FSC/PSC Class N070 INSTALLATION OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
- Deinstallation for equipment offered under SIN 132-8
- Installation for equipment offered under SIN 132-8
- Reinstallation for equipment offered under SIN 132-8

Installation MUST be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and CANNOT be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

## 132 9 --- Purchase of Used or Refurbished Equipment - SUBJECT TO COOPERATIVE PURCHASING

Includes the following used or refurbished equipment: telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition input/output (I/O) devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of used or refurbished ADP equipment, and installation of used or refurbished telephone equipment.

NOTE: Vendors offering Used or Refurbished Equipment under SIN 132-9 are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).

Used or Refurbished equipment offered under SIN 132-9 must be clearly identified as being used or refurbished in GSA Pricelist pricing charts, GSA Advantage product descriptions, and in any response to a customer Request for Quote (RFQ) or request for information (RFI).

A Letter of Supply is not required to be submitted for Used or Refurbished equipment offered under SIN 132-9.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $9,025,406
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 7010
**Maximum Order :** $500,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 334111 | Electronic Computer Manufacturing | 1000 employees |
| 334112 | Computer Storage Device Manufacturing | 1000 employees |
| 334113 | Computer Terminal Manufacturing | 1000 employees |
| 334119 | Other Computer Peripheral Equipment Manufacturing | 1000 employees |
| 334210 | Telephone Apparatus Manufacturing | 1000 employees |
| 334220 | Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing | 750 employees |
| 334290 | Other Communications Equipment Manufacturing | 750 employees |
| 334511 | Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing | 750 employees |
| 443120 | Computer and Software Stores | $25.5 million |

## SubSIN Categorie(s):

FSC/PSC Class 5805 TELEPHONE AND TELEGRAPH EQUIPMENT
- Audio and Video Teleconferencing Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Equipment

FSC/PSC Class 5810 COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
- Communications Security Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5815 TELETYPE AND FACSIMILE EQUIPMENT
- Facsimile Equipment (FAX)
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5820 RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

- Broadcast Band Radio Transmitters/Receivers/Antennas
- Microwave Radio Equipment/Antennas and Waveguides
- Satellite Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Two-Way Radio Transmitters/Receivers/Antennas

FSC/PSC Class 5821 RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
- Airborne Radio Transmitters/Receivers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5825 RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
- Radio Navigation Equipment/Antennas
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5826 RADIO NAVIGATION EQUIPMENT, AIRBORNE
- Airborne Radio Navigation Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5830 INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
- Pagers and Public Address Systems (wired and wireless transmission, including background music systems)

FSC/PSC Class 5841 RADAR EQUIPMENT, AIRBORNE
- Radar Equipment, Airborne
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5895 MISCELLANEOUS COMMUNICATION EQUIPMENT
- Miscellaneous Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5995 CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATION EQUIPMENT
- Communications Equipment Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6015 FIBER OPTIC CABLES
- Fiber Optic Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6020 FIBER OPTIC CABLE ASSEMBLIES AND HARNESSES
- Fiber Optic Cable Assemblies and Harnesses
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6145 WIRE AND CABLE, ELECTRICAL
- Coaxial Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other System Configuration Equipment Not Elsewhere Classified: Provide specific information.
- Professional Workstations
- Servers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7025 ADP INPUT/OUTPUT AND STORAGE DEVICES

- Displays
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Optical Recognition Input/Output Devices
- Other Communications Equipment
- Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information.
- Printers
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

FSC/PSC Class 7035 ADP SUPPORT EQUIPMENT

- ADP Support Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7042 MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Answering and Voice Messaging Systems

FSC/PSC Class 7050 ADP COMPONENTS

- ADP Boards
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class N058 INSTALLATION OF EQUIPMENT- COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT

- Deinstallation for equipment offerered under SIN 132-9
- Installation for equipment offerered under SIN 132-9
- Reinstallation for equipment offerered under SIN 132-9

FSC/PSC Class N070 INSTALLATION OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Deinstallation for equipment offered under SIN 132-9
- Installation for equipment offered under SIN 132-9
- Reinstallation for equipment offered under SIN 132-9

Installation MUST be incidental to, in conjunction with and in direct support of the products sold under SIN 132-9 of this contract and CANNOT be purchased separately. If the construction,

alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

## 132 12 --- Equipment Maintenance - SUBJECT TO COOPERATIVE PURCHASING

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $511,458,446
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** J070
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 811212 | Computer and Office Machine Repair and Maintenance | $25 million |
| 811213 | Communication Equipment Repair and Maintenance | $10 million |
| 811219 | Other Electronic and Precision Equipment Repair and Maintenance | $19 million |

### SubSIN Categorie(s):

FSC/PSC Class J058 MAINT/REPAIR/REBUILD OF EQUIPMENT- COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT

- Maintenance
- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Maintenance
- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance

## 132 32 --- Term Software License - SUBJECT TO COOPERATIVE PURCHASING

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance.

Software Maintenance as a product is billed at the time of purchase.

NOTE: The word "Term" is defined in this Solicitation as "a limited period of time".

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $216,906,827
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 7030
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 443120 | Computer and Software Stores | $25.5 million |
| 511210 | Software Publishers | $25 million |
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class 7030 ADP SOFTWARE
- Ancillary Financial Systems Software
- Application Software
- Communications Software

• Core Financial Mangement Software
• Electronic Commerce (EC) Software
• Large Scale Computers
• Operating System Software
• Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information
• Utility Software

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
• Maintenance of Software

## 132 33 --- Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING

Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance as a Service.

Software Maintenance as a product is billed at the time of purchase.

NOTE: The word "Perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $2,318,164,594
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 7030
**Maximum Order :** $500,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 443120 | Computer and Software Stores | $25.5 million |
| 511210 | Software Publishers | $25 million |
| 541519 | Other Computer Related Services | $25 million |

## SubSIN Categorie(s):

FSC/PSC Class 7030 ADP SOFTWARE
- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Mangement Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

Contractors are encouraged to offer SIN 132-34: Maintenance of Software as a Service in conjunction with SIN 132-32 Term Software Licenses and/or SIN 132-33 Perpetual Software Licenses.

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT
- Maintenance of Software

## 132 34 --- Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $1,158,730,338
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** J070
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 511210 | Software Publishers | $25 million |
| 541511 | Custom Computer Programming Services | $25 million |
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Maintenance of Software

## 132 50 --- Training Courses - SUBJECT TO COOPERATIVE PURCHASING

Includes training.

NOTE: This SIN can only be used to offer Information Technology Training Courses.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $107,449,701
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No

**FSC/PSC Code :** U012
**Maximum Order :** $25,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 611420 | Computer Training | $7 million |

**SubSIN Categorie(s):**

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION TECHNOLOGY/TELECOMMUNICATIONS TRAINING

- Training Courses for Information Technology Equipment and Software

## 132 51 --- Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING

Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

2: Offerors and Agencies are advised that the Group 70 Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of, and in conjunction with the purchase of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $8,037,440,370
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399

**Maximum Order :** $500,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 541511 | Custom Computer Programming Services | $25 million |
| 541512 | Computer Systems Design Services | $25 million |
| 541513 | Computer Facilities Management Services | $25 million |
| 541519 | Other Computer Related Services | $25 million |

## SubSIN Categorie(s):

FSC/PSC Class D301 IT AND TELECOM- FACILITY OPERATION AND MAINTENANCE
- Facility Management

FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT
- Systems Development Services

FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS
- Systems Analysis Services

FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE
- Automated Information Systems Services

FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING
- Programming Services

FSC/PSC Class D310 IT AND TELECOM- CYBER SECURITY AND DATA BACKUP
- Backup and Security Services

FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION
- Data Conversion Services

FSC/PSC Class D313 IT AND TELECOM- COMPUTER AIDED DESIGN/COMPUTER AIDED MANUFACTURING (CAD/CAM)
- Computer Aided Design Services
- Computer Aided Manufacturing Services

FSC/PSC Class D316 IT AND TELECOM- TELECOMMUNICATIONS NETWORK MANAGEMENT
- IT Network Management Services

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Creation/Retrival of IT Related Automated News Services

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other Information Technology Services, Not Elsewhere Classified

## 132 52 --- Electronic Commerce and Subscription Services SUBJECT TO COOPERATIVE PURCHASING

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.

The following 2002 NAICS codes have been updated to reflect the corresponding 2007 NAICS codes:
516110 to 519130
517310 to 517911
517910 to 517919
518111 to 517919
518112 to 519130

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $180,818,959
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D304
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 454112 | Electronic Auctions | $35.5 million |
| 517110 | Wired Telecommunications Carriers | 1500 employees |
| 517911 | Telecommunications Resellers | 1500 employees |
| 517919 | All Other Telecommunications | $25 million |
| 518210 | Data Processing, Hosting, and Related Services | $25 million |
| 519130 | Internet Publishing and Broadcasting and Web Search Portals | 500 employees |
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION

- E-Mail Services
- Internet Access Services
- Navigation Services
- Value Added Network Services (VANS)

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other Data Transmission Services, Not elsewhere classifed

## 132 53 --- Wireless Services - SUBJECT TO COOPERATIVE PURCHASING

Wireless Services, including but not limited to Wireless Telecommunications Carriers and Telecommunication Resellers.

NOTE: The following 2002 NAICS codes have been updated to reflect the corresponding 2007 NAICS codes:
517211 to 517210
517212 to 517210
517310 to 517911
517910 to 517919

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $504,141,688
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D304
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 517210 | Wireless Telecommunications Carriers (except Satellite) | 1500 employees |
| 517911 | Telecommunications Resellers | 1500 employees |
| 517919 | All Other Telecommunications | $25 million |
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
- Cellular/PCS Voice Services
- Paging Services

## 132 54 --- Commercial Satellite Communications (COMSATCOM) Transponded Capacity -- SUBJECT TO COOPERATIVE PURCHASING

Includes owning/operating or reselling dedicated bandwidth and power on a communications satellite in any available COMSATCOM frequency band, including, but not limited to, L-, S-, C-, X-, Ku-, extended Ku-, Ka-, and UHF. COMSATCOM Transponded Capacity refers to satellite bandwidth and power only. Such services allow customer-proposed waveforms, and industry approved solutions to apply leased bandwidth to meet individual requirements as needed. COMSATCOM Transponded Capacity includes all services necessary to allow the customer to use the transponded capacity, including: limited engineering (e.g., development of link budgets, transmission plans); basic customer training (e.g., acquiring satellite signal, peak and polarization); core management and control of the transponded capacity; and required approvals (e.g., frequency clearances, landing rights). Host Nation Agreements (HNAs) will be priced separately when required. COMSATCOM Transponded Capacity requirements range from small fractions of a single transponder within a single coverage area to multiple transponders on multiple satellites with worldwide coverage for short durations measured in hours or days to long durations measured in years.

NOTE: Equipment is available for purchase under SIN 132-8 or 132-9 or for lease under SIN 132-3 or short term rental under 132-4.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $23,476,451
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D304
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 517410 | Satellite Telecommunications | $15 million |

## 132 55 --- Commercial Satellite Communications (COMSATCOM) Subscription Services -- SUBJECT TO COOPERATIVE PURCHASING

Includes COMSATCOM Subscription Services consisting of pre-existing, pre-engineered Fixed Satellite Service and/or Mobile Satellite Service solutions, typically including shared or dedicated satellite resources, ancillary terrestrial components, and Contractor specified networks and equipment, in any available COMSATCOM frequency band, including, but not limited to, L-, S-, C-, X-, Ku-, extended Ku, Ka-, and UHF. Subscription Services utilize Contractor-determined waveforms and are billed on a per-use basis (e.g., dollars per minute, dollars per megabyte, dollars per month). Subscription service rates include the network management, monitoring, engineering, integration, and operations required to deliver the services. Equipment may be included as part of the Subscription Services. Subscription Services also include leasing dedicated channels using the service provider's waveform and

technology, with guaranteed capacity and Quality of Service (QoS). Subscription Services also includes on demand/occasional use solutions. The COMSATCOM Subscription Services offered include but are not limited to: satellite-based Internet, voice, data, and video services; Emergency Response/Disaster Recovery voice and data networks; worldwide digital transmission to connect mobile terminals to terrestrial networks; connectivity to the Internet via satellite, whereby satellite communications service is delivered through portable satellite IP modems; and other pre-existing, pre-engineered Fixed Satellite Services, Mobile Satellite Services, or hybrid Fixed Satellite Services /Mobile Satellite Services solutions.

NOTE: Equipment is available for purchase under SIN 132-8 or 132-9 or for lease under SIN 132-3 or short term rental under 132-4.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $854,105
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D304
**Maximum Order :** $500,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 517410 | Satellite Telecommunications | $15 million |

## 132 60A --- Electronic Credentials, Not Identity Proofed (Assurance Level 1 - OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING

Includes managed service offerings that allow customer agencies to interface applications to the hosted service to act as its identity authentication agent and validate application users or subscribers as they attempt to log in to the agency application. This service offering does not include the requirement to know the true identity of the user. Agencies will rely on the authentication service in granting account access to the user. Offerings must include policy-compliant agency setup, testing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.

Technical evaluation criteria are:

- Successful completion of Level 1 Credential Assessment Include Assessment Report
- Successful completion of applicable interoperability testing Include Test Report
- Compliance with guidance in NIST SP 800-63, OMB Memorandum 04-04 and the Credential Assessment Framework

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $1,264,250
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 541519 | Other Computer Related Services | $25 million |

## SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Identity Authentication Agents and Application User Validation

## 132 60B --- Electronic Credentials, Identity Proofed (Assurance Level 2 OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING

Includes managed service offerings that allow customer agencies to interface applications to the hosted service to act as its identity authentication agent and validate application users or subscribers as they attempt to log in to the agency application. This service offering includes the requirement to know the true identity of the user. Agencies will rely on the authentication service in granting account access to the user. Offerings must include policy-compliant agency setup, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.
Technical evaluation criteria are:

- Successful completion of Level 2 Credential Assessment Include Assessment report
- Successful completion of applicable interoperability testing Include Test Report
- Compliance with guidance in NIST SP 800-63, OMB Memorandum 04-04 and the Credential Assessment Framework

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $0
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 541519 | Other Computer Related Services | $25 million |

## SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Identity Authentication Agents and Application User Validation

## 132 60C --- Digital Certificates, including ACES (Assurance Level 3 and 4 OMB M-04-04) - SUBJECT TO COOPERATIVE PURCHASING

Managed services that include the issuance of digital certificates for use by customers to access government online systems. This service offering includes the requirement to know the true identity of the user. Agencies will rely on the validation by the Certification Authority (CA) as proof of certificate validity and grant access to the user. Offerings must include policy compliant ID proofing, Credential issuance, continued account management, revocation, and certificate validation as part of the basic service.
Technical evaluation criteria are:
- Successful completion of Level 3 and 4 Credential Assessment Include Assessment report
- ACES Security Certification and Accreditation (C&A) as a condition of obtaining and retaining approval to operate as a Certification Authority (CA) under the ACES Certificate policy and the GSA ACES Program. Include Authorization to Operate (ATO) letter.
- Common criteria for other Certification Authorities cross certified by the Federal Bridge
- Compliance with guidance in NIST SP 800-63, OMB Memorandum 04-04 and the Credential Assessment Framework

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $7,806
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Encryption Certificates
- Signature Certificates

## 132 60D --- E-authentication Hardware Tokens - SUBJECT TO COOPERATIVE PURCHASING

An optional hardware token for generation of ACES key pairs and storage of the private key. Offerings must be:
- Listed on GSA s FIPS 201 Approved Products List.
- Crypto Modules must be FIPS 140-2 validated.

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $0

**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

• Hardware Tokens - An optional hardware token for generation of key pairs and storage of the private key

## 132 60E --- Remote Identity and Access Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING

Managed services that allow agencies to interface to the hosted service that is aggregating multiple identity sources into a single interface, and to use policy compliant sources to validate application users or subscribers as they attempt to log in to agency applications. This service offering includes the requirement to know the claimed identity of the user. Agencies will rely on the output in granting account access to the user. Offerings must include precursor services such as bulk load, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Also includes translation and validation services, and partial services such as 3rd-party identity proofing or secure hosting.
Technical evaluation criteria are:
- Demonstrated compliance with NIST SP 800-63, as applicable to the technologies being utilized by the offeror.
- Compliance with published E-Authentication architecture, verified by a clearance letter from GSA s Office of Governmentwide Policy.
- Compliance with OMB M-04-04.

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $0
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes

**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|
| 541519 | Other Computer Related Services | $25 million |

**SubSIN Categorie(s):**

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Multiple Identity Source Aggregation and Application User Validation

## 132 60F --- Identity and Access Management Professional Services - SUBJECT TO COOPERATIVE PURCHASING

Supports planning, risk assessment, deployment, implementation and integration services for customer agency applications, including operations and customer service, for both certificate-based and non-certificate-based applications.
Technical evaluation criteria are:
- Documented experience with deployment of policy-compliant Identity and Access Management projects in government agencies. This includes IAM technologies and standards, including Security Assertion Markup Language (SAML), Public Key Infrastructure (PKI) and the WS-Federation specification. Offerors should describe in detail their competencies when proposing under this SIN.
- Offerors must describe their involvement in at least 2 prior federal government application deployment projects for public-facing IT systems.

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $0
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

**NAICS**

| Number | Description | Business Size |
|---|---|---|

| | | |
|---|---|---|
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities' applications

## 132 61 --- Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program

This program provides PKI services and digital certificates for use by Federal employees and contractors to the Federal Government in accordance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.

NOTE: Federal agencies are advised that any authentication products they procure in order to facilitate access to Federal resources by external partners must meet the requirements of the E-Authentication Guidance for Federal Agencies for the level of assurance identified for the identified Federal resources.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $1,695,091
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 443120 | Computer and Software Stores | $25.5 million |
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Digital Signature Certificates
- Key Management (Encryption) Certificates
- Personal Identity Verification Authentication Certificates
- Public Key Infrastructure (PKI) Professional Services
- Shared Services Providers

• Smart Card Authentication Certificates

X.509 Digital Certificate Products and accompanying PKI Services for internal use in Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

NOTE TO FEDERAL AGENCIES: Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees) in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.

The Federal Government has established the PKI Shared Service Provider Program to insure that Digital Certificate Service Providers are compliant with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. Digital certificate service providers whose services are deemed to be compliant will be eligible to participate in this program. Federal agencies are advised that they may only procure X.509 digital certificates and services for internal use that meet the requirements established in FIPS 201.

## 132 62 --- Products and services for agencies to implement the requirements of HSPD-12, FIP S-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:

HSPD-12, Approved Products List- Products and Service Components (FPDS D399): SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201. These products and services are required to be on the APL, and have been evaluated and approved under the GSA FIPS 201 Evaluation Program. The Approved Products List can be accessed at www.fips201ep.cio.gov/apl.php. All items must be identified and uploaded into GSA Advantage! using the specific hardware version, software version, and firmware version.

__Card Reader - Authentication Key
__Card Reader - Biometric
__Card Reader - CHUID (Contact)
__Card Reader - CHUID (Contactless)
__Card Reader - CHUID Authentication Reader (Contact)
__Card Reader - CHUID Authentication Reader (Contactless)
__Card Reader - Transparent
__Cryptographic Module
__Electromagnetically Opaque Sleeve
__Electronic Personalization (Product)
__Electronic Personalization (Service)

__Facial Image Capturing (Middleware)
__Facial Image Capturing Camera
__Fingerprint Capture Station
__OCSP Responder
__PIV Card
__PIV Card Delivery
__Graphical Personalization Service
__Card Printer Station
__PIV Middleware
__Single Fingerprint Capture Device
__Template Generator
__Template Matcher

NOTE: HSPD-12 Product and Service components facilitates trusted physical and electronic access to government facilities and networks using smart card technology. Personal Identity Verification (PIV) Credentials and Services are a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $34,720,525
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** D399
**Maximum Order :** $1,000,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 443120 | Computer and Software Stores | $25.5 million |
| 541519 | Other Computer Related Services | $25 million |

## SubSIN Categorie(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Approved FIPS-201 Compliant Products
- Approved FIPS-201 Compliant Services
- Card Delivery Services
- Card Printer Stations
- Cyptographic Module
- Electromagnetically Opaque Sleeve
- Electronic Personalization

• Facial Image Capturing (Middleware)
• Facial Image Capturing Camera
• Fingerprint Capture Station
• Graphical Printing/Card Printer
• OCSP Responder
• PIV Card
• PIV Card Activation and Finalization Products
• PIV Card Activation and Finalization Services
• PIV Card Management and Production Products
• PIV Card Management and Production Services
• PIV Card Reader - Biometric
• PIV Card Reader - CHUID (Contact)
• PIV Card Reader - CHUID (Contactless)
• PIV Card Reader - Transparent
• PIV Enrollment and Registration, Products
• PIV Enrollment and Registration, Services
• PIV Infrastructure Products
• PIV Infrastructure Services
• PIV Integration Products and Services
• PIV Logical Access Control Products
• PIV Middleware
• PIV Physical Access Control Products
• Single Fingerprint Capture Device
• Template Generator
• Template Matcher

NOTE: Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees) in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated Special Publications 800-73, 800-76, 800-78, and 800-79.

## 132 99 --- Introduction of New Information Technology Services and/or Products SUBJECT TO COOPERATIVE PURCHASING

New or improved IT service and/or IT product within the scope of the
New or improved IT service and/or IT product within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract - that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service and/or product. It may be a product, service or solution existing in the commercial market, but not yet introduced to the Federal Government.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor

may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

**Sales:** $0
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 7010
**Maximum Order :** $1,000,000

## NAICS

| Number | Description | Business Size |
|---|---|---|
| 334290 | Other Communications Equipment Manufacturing | 750 employees |
| 541490 | Other Specialized Design Services | $7 million |
| 541511 | Custom Computer Programming Services | $25 million |
| 541512 | Computer Systems Design Services | $25 million |
| 541519 | Other Computer Related Services | $25 million |

## SubSIN Categorie(s):

FSC/PSC Class 5895 MISCELLANEOUS COMMUNICATION EQUIPMENT
- Custom Computer System Design/ Programming Services

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION
- Custom Computer System Design/ Programming Services

FSC/PSC Class 7030 ADP SOFTWARE
- Custom Computer System Design/ Programming Services

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An itemÃ¢Â#Â#s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov

FSC/PSC Class N058 INSTALLATION OF EQUIPMENT- COMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT
- Custom Computer System Design/ Programming Services

FSC/PSC Class R413 SUPPORT- PROFESSIONAL: SPECIFICATIONS DEVELOPMENT
- Custom Computer System Design/ Programming Services

FSC/PSC Class R414
- Custom Computer System Design/ Programming Services

FSC/PSC Class R421
- Custom Computer System Design/ Programming Services

## 132 100 --- Ancillary Supplies and/or Services - SUBJECT TO COOPERATIVE PURCHASING

Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN on this schedule. These supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN(s) in this solicitation to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule and is limited to information technology (IT) products and/or services.

Special Instructions: The work performed under this SIN shall be associated with existing SINs that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN in this schedule. Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SINs under this schedule.

**Sales:** $0
**Sales Period:** Oct 1, 2010 to Sep 30, 2011
**Cooperative Purchasing:** Yes
**Set Aside:** No
**FSC/PSC Code :** 7010
**Maximum Order :** $150,000

### NAICS

| Number | Description | Business Size |
|---|---|---|
| 334111 | Electronic Computer Manufacturing | 1000 employees |
| 334112 | Computer Storage Device Manufacturing | 1000 employees |
| 334113 | Computer Terminal Manufacturing | 1000 employees |
| 334119 | Other Computer Peripheral Equipment Manufacturing | 1000 employees |
| 334210 | Telephone Apparatus Manufacturing | 1000 employees |
| 334290 | Other Communications Equipment Manufacturing | 750 employees |
| 541519 | Other Computer Related Services | $25 million |

### SubSIN Categorie(s):

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION
- Ancillary Supplies and/or Services

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Ancillary Supplies and/or Services

**Begin Regulation**

## B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 070 are listed below

| SIN # | SIN Title | Total Sales in $ |
|---|---|---|
| 132 3 | Leasing of Products - SUBJECT TO COOPERATIVE PURCHASING | $17,141,883 |
| 132 4 | Daily/Short Term Rental - SUBJECT TO COOPERATIVE PURCHASING | $1,231,917 |
| 132 8 | Purchase Of New Equipment - SUBJECT TO COOPERATIVE PURCHASING | $1,988,239,922 |
| 132 9 | Purchase of Used or Refurbished Equipment - SUBJECT TO COOPERATIVE PURCHASING | $9,025,406 |
| 132 12 | Equipment Maintenance - SUBJECT TO COOPERATIVE PURCHASING | $511,458,446 |
| 132 32 | Term Software License - SUBJECT TO COOPERATIVE PURCHASING | $216,906,827 |
| 132 33 | Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING | $2,318,164,594 |
| 132 34 | Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING | $1,158,730,338 |
| 132 50 | Training Courses - SUBJECT TO COOPERATIVE PURCHASING | $107,449,701 |
| 132 51 | Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING | $8,037,440,370 |
| 132 52 | Electronic Commerce and Subscription Services SUBJECT TO COOPERATIVE PURCHASING | $180,818,959 |
| 132 53 | Wireless Services - SUBJECT TO COOPERATIVE PURCHASING | $504,141,688 |
| 132 54 | Commercial Satellite Communications (COMSATCOM) Transponded Capacity -- SUBJECT TO COOPERATIVE PURCHASING | $23,476,451 |
| 132 55 | Commercial Satellite Communications (COMSATCOM) Subscription Services -- SUBJECT TO COOPERATIVE PURCHASING | $854,105 |
| 132 60A | Electronic Credentials, Not Identity Proofed (Assurance Level 1 - OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING | $1,264,250 |
| 132 60B | Electronic Credentials, Identity Proofed (Assurance Level 2 OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING | $0 |
| 132 60C | Digital Certificates, including ACES (Assurance Level 3 and 4 OMB M-04-04) - SUBJECT TO COOPERATIVE | $7,806 |

| | | |
|---|---|---|
| | PURCHASING | |
| 132 60D | E-authentication Hardware Tokens - SUBJECT TO COOPERATIVE PURCHASING | $0 |
| 132 60E | Remote Identity and Access Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING | $0 |
| 132 60F | Identity and Access Management Professional Services - SUBJECT TO COOPERATIVE PURCHASING | $0 |
| 132 61 | Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program | $1,695,091 |
| 132 62 | Products and services for agencies to implement the requirements of HSPD-12, FIP S-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are: | $34,720,525 |
| 132 99 | Introduction of New Information Technology Services and/or Products SUBJECT TO COOPERATIVE PURCHASING | $0 |
| 132 100 | Ancillary Supplies and/or Services - SUBJECT TO COOPERATIVE PURCHASING | $0 |

Note: Regulation B-FSS-96
The Total Sales in $, shown in the table above, reflects sales made from October 1, 2009 through September 30, 2010. Future estimated sales are not displayed in clause B-FSS-96 despite the language in the opening paragraph.

# Part II - CONTRACT TERMS AND CONDITIONS

Upon award, the contractor will receive a copy of the fully executed SF1449, signed by the contracting officer. Please reference the additional terms and conditions applicable to the Special Item Numbers (SINs) found in the separate attachments to the Solicitation. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for the applicable SIN(s) when responding to an order.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the additional terms and conditions, products, services,and prices.

For any subsequent contract modifications, the contractor will receive a fully executed SF30, signed by the contracting officer, to indicate that the contractual action is complete.

**Begin Regulation**

### 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act).

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

**Begin Regulation**

### 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (JUL 2010)

(a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under http://www.FederalReporting.gov.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(d) The Contractor shall report the following information, using the online reporting tool available at http://www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at $25,000 or more. At a minimum, the Contractor shall provide —

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at $25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than $25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at $25,000 or more and not subject to reporting under paragraph 9, the Contractor shall

require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —

(A) In the subcontractor's preceding fiscal year, the subcontractor received —

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the

general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

**Begin Regulation**

## 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUN 2010) (DEVIATION FEB 2007)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Nam e and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering Activity's convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal

contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to ordering activity Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

**Begin Regulation**

## 52.212-4 CONTRACT TERMS AND CONDITIONS –

## COMMERCIAL ITEMS (JUN 2010) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007)

(a) *Inspection/Acceptance.*

(1) The ordering activity has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The ordering activity may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The ordering activity will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the ordering activity performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the ordering activity will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the ordering activity may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the ``hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the ``hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ..

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the ordering activity), the ordering activity may #

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the ordering activity may at any time require the Contractor to remedy by correction or replacement, without cost to the ordering activity, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace ordering activity-furnished property shall be governed by the clause pertaining to ordering activity property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. #

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Not Applicable; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontrac*t means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. #

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments. #

(1) Services accepted. Payment shall be made for services accepted by the ordering activity that have been delivered to the delivery destination(s) set forth in this contract. The ordering activity will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the ordering activity will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the ordering activity and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the ordering activity for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: At the order level, ordering activities shall handle non-Federal Supply Schedule offerings in accordance with FAR 8.402(f), and travel in support of the performance of the order shall be in accordance with C-FSS-370(b). Each order must list separately the elements of other direct charge(s) for that order..

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None..

(2) *Total cost.* It is estimated that the total cost to the ordering activity for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the ordering activity for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the ordering activity for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance

under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The ordering activity within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the ordering activity has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until

the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the ordering activity, its officers, agents, and employees of and from all liabilities,

obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the ordering activity is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the ordering activity against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer* (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity's convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall

be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to ordering activity Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the

contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

**Begin Regulation**

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2011) (ALTERNATE II – DEC 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[ . ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| Number | Title | Clause/Provision |
|---|---|---|
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) | Clause |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995) | Clause |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010) | Clause |
| 52.219-13 | NOTICE OF SET-ASIDE OF ORDERS (NOV 2011) | Clause |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING (NOV 2011) | Clause |
| 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) | Clause |
| 52.219-27 | NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011) | Clause |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009) | Clause |

| | | |
|---|---|---|
| 52.219-29 | NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (NOV 2011) | Clause |
| 52.219-3 | NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) | Clause |
| 52.219-3 | NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) (ALTERNATE I -- NOV 2011) | Clause |
| 52.219-30 | NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (NOV 2011) | Clause |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) | Clause |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011) | Clause |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001) | Clause |
| 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010) | Clause |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) | Clause |
| 52.222-26 | EQUAL OPPORTUNITY (MAR 2007) | Clause |
| 52.222-3 | CONVICT LABOR (JUN 2003) | Clause |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) | Clause |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) | Clause |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (SEP 2010) | Clause |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) | Clause |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) | Clause |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) | Clause |
| 52.223-16 | IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) | Clause |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) | Clause |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) | Clause |
| 52.225-5 | TRADE AGREEMENTS (NOV 2011) | Clause |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003) | Clause |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) | Clause |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003) | Clause |

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

| Number | Title | Clause/Provision |
|---|---|---|
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) | Clause |

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

**Begin Regulation**

## 52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**Begin Regulation**

## 52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II —

**FEB 2007)**16.506(b)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than $100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of ITEM NUMBER/SIN MAXIMUM ORDER

132-3 $500,000 per order
132-4 $500,000 per order
132-8 $500,000 per order
132-9 $500,000 per order
132-12 $500,000 per order
132-32 $500,000 per order
132-33 $500,000 per order
132-34 $500,000 per order
132-50 $ 25,000 per order
132-51 $500,000 per order
132-52 $500,000 per order
132-53 $500,000 per order
132-60A $1,000,000 per order
132-60B $1,000,000 per order
132-60C $1,000,000 per order
132-60D $1,000,000 per order
132-60E $1,000,000 per order
132-60F $1,000,000 per order
132-61 $1,000,000 per order
132-62 $1,000,000 per order;

(2) Any order for a combination of items in excess of ITEM NUMBER/SIN MAXIMUM ORDER

132-3 $500,000 per order
132-4 $500,000 per order
132-8 $500,000 per order
132-9 $500,000 per order
132-12 $500,000 per order
132-32 $500,000 per order
132-33 $500,000 per order
132-34 $500,000 per order
132-50 $ 25,000 per order
132-51 $500,000 per order
132-52 $500,000 per order
132-53 $500,000 per order
132-60A $1,000,000 per order
132-60B $1,000,000 per order
132-60C $1,000,000 per order
132-60D $1,000,000 per order
132-60E $1,000,000 per order
132-60F $1,000,000 per order
132-61 $1,000,000 per order
132-62 $1,000,000 per order; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

**Begin Regulation**

### 52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)

16.506(e) FSS A/L FC-94-2

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**Begin Regulation**

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**Begin Regulation**

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within .; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least . days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed . (months) (years).

**Begin Regulation**

## 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause–

*Act* means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

*Contractor* when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

*Service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor

of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government prime Contractor under this or any other Government contract with the prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may either enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement.

Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Ruling and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or

if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**Begin Regulation**

## 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to

reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**Begin Regulation**

## 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (NOV 2007)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade

between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Act. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

**Begin Regulation**

## 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (FEB 2009)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely

subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Act shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Act. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

**Begin Regulation**

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

| Number | Title | Clause/Provision |
|---|---|---|
| 52.202-1 | DEFINITIONS (JUL 2004) | Clause |
| 52.203-3 | GRATUITIES (APR 1984) | Clause |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) | Clause |
| 52.207-5 | OPTION TO PURCHASE EQUIPMENT (FEB 1995) | Clause |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010) | Clause |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) | Clause |
| 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011) | Clause |
| 52.224-1 | PRIVACY ACT NOTIFICATION (APR 1984) | Clause |
| 52.224-2 | PRIVACY ACT (APR 1984) | Clause |
| 52.227-14 | RIGHTS IN DATA--GENERAL (DEC 2007) | Clause |
| 52.228-5 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) | Clause |
| 52.229-1 | STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003) | Clause |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007) | Clause |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) | Clause |

| | | |
|---|---|---|
| | (DEVIATION I - FEB 2007) | |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999) | Clause |
| 52.232-7 | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (FEB 2007) (ALTERNATE I - FEB 2007) | Clause |
| 52.233-1 | DISPUTES (JUL 2002) | Clause |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) | Clause |
| 52.237-3 | CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003) | Clause |
| 52.242-13 | BANKRUPTCY (JUL 1995) | Clause |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) | Clause |
| 52.247-34 | F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003) | Clause |
| 52.247-38 | F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007) | Clause |
| 52.247-39 | F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) | Clause |
| 552.211-75 | PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003) | Clause |
| 552.211-77 | PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003) | Clause |
| 552.212-70 | PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997) | Clause |
| 552.229-71 | FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999) | Clause |
| 552.232-74 | INVOICE PAYMENTS (SEP 1999) | Clause |
| 552.232-79 | PAYMENT BY CREDIT CARD (MAY 2003) | Clause |
| 552.232-81 | PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003) | Clause |
| 552.238-73 | CANCELLATION (SEP 1999) | Clause |
| 552.238-77 | DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003) | Clause |
| 552.238-79 | USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES--COOPERATIVE PURCHASING (MAY 2004) | Clause |
| C-FSS-412 | CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000) | Clause |
| D-FSS-471 | MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984) | Clause |
| D-FSS-477 | TRANSSHIPMENTS (APR 1984) | Clause |
| I-FSS-314 | FOREIGN TAXES AND DUTIES (DEC 1990) | Clause |
| I-FSS-594 | PARTS AND SERVICE (OCT 1988) | Clause |

**Begin Regulation**

## 552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)

(a) *Definitions*.

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the

Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) *Rated Order Requirement*.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either “DO” or “DX.” All “DO” rated orders have equal priority with each other and take preference over unrated orders. All “DX” rated orders have equal priority with each other and take preference over “DO” rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) *Additional information*.

Additional information may be obtained at the DOC DPAS website http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm or by contacting the designated Administrative Contracting Officer.

**Begin Regulation**

## 552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the “Time of Delivery (days ARO)” column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the “stated” delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

| ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature) | GOVERNMENT STATED DELIVERY TIME (Days ARO) | CONTRACTOR’S NORMAL COMMERCIAL DELIVERY TIME |
|---|---|---|
| . | . | _____ |

| | | |
|---|---|---|
| . | . | _____ |
| . | . | _____ |

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

| **ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)** | **Expedited Delivery Time (Hours/Days ARO)** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

**Begin Regulation**

## 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

| Number | Title | Clause/Provision |
|---|---|---|
| 552.203-71 | RESTRICTION ON ADVERTISING (SEP 1999) | Clause |
| 552.215-71 | EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003) | Clause |
| 552.215-72 | PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997) | Clause |

| | | |
|---|---|---|
| 552.232-23 | ASSIGNMENT OF CLAIMS (SEP 1999) | Clause |
| 552.232-8 | DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003) | Clause |
| 552.238-71 | SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I -- DEC 2004) | Clause |
| 552.238-74 | INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003) | Clause |
| 552.238-75 | PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003) | Clause |
| 552.246-73 | WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003) | Clause |

**Begin Regulation**

### 552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

| Number | Title | Clause/Provision |
|---|---|---|
| 552.238-70 | IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991) | Clause |

**Begin Regulation**

### 552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract.(For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed (10%) ten percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
THIS REGULATION FOR ECONOMIC PRICE ADJUSTMENT (EPA) IS RELATING TO PRODUCTS AND /OR SERVICES THAT WERE AWARDED BASED ON A COMMERCIAL CATALOG PRICE.

**Begin Regulation**

### 552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

(1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or product/model sold;

(iv) The quantity of each service or product/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

**Begin Regulation**

**552.238-72 IDENTIFCATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003) (DEVIATION I – AUG 2011)**

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause —

“Energy-efficient product” means a product that —

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

“GSA Advantage! ®” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency

(EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power.

"Renewable energy technology" means —

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Offerors can indicate environmental and other attributes in eOffer for each product that are translated into respective icons in GSA Advantage!®.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of —

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

**Begin Regulation**

### 552.238-76 Definition (Federal Supply Schedules)--Recovery Purchasing (FEB 2007)

Ordering activity (also called ``ordering agency'' and ``ordering office'') means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

**Begin Regulation**

### 552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The Government of the District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities:

State and local government, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

**Begin Regulation**

## 552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

(1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

*State and local government entities*, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

**Begin Regulation**

### 552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies ``Compliance with laws unique to Government contracts'' (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of

GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for

disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site http://www.gsaelibrary.gsa.gov. Click on the link, ``Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

**Begin Regulation**

### 552.243-72 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JULY 2000) (DEVIATION I – SEPT 2010)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN’s.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedule).

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), Offeror Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item

deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests via eMod is mandatory via http://eOffer.gsa.gov, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

**Begin Regulation**

## C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**Begin Regulation**

## C-FSS-427 ANSI STANDARDS (JUL 1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

**Begin Regulation**

## CI-FSS-002 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996)

Offerors are requested to submit a signed original and 2 copies of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

**Begin Regulation**

## CI-FSS-052 AUTHENTICATION PRODUCTS AND SERVICES (JAN 2010)

(a) General Background.

(1) The General Services Administration (GSA) originally established the Access Certificates for Electronic Services (ACES) Program to provide digital certificates and PKI services for enabling e-Government applications that require logical access control, digital signature and/or electronic authentication. The ACES Program provided for the issuance of electronic credentials to

individuals and entities external to the Federal Government. The Federal PKI Policy Authority approved the policies and requirements of the ACES Program to satisfy the Federal requirements for cross-certification with the Federal Bridge Certification Authority (FBCA) and participation in the Federal e-Authentication initiative. The term “Identity and Access Management” (IAM) is now being used to clearly define the kinds of services that meet the requirements for service providers and products that support FISMA-compliant IAM systems deployed by federal agencies. In addition, many states have adopted corresponding standards for IAM.

(2) Homeland Security Presidential Directive 12 (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors” establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

(b) Special Item Numbers.

The General Services Administration has established the e-Authentication Initiative (see URL: http://www.idmanagement.gov) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal e-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal e-Authentication Initiative, GSA has established Special Item Numbers (SINs) pertaining to Authentication Products and Services, including Electronic Credentials, Digital Certificates, e-Authentication, Identify and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) Qualification Information.

(1) All Authentication Products and Services must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http://www.idmanagement.gov.

(2) In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through the HSPD-12 Product and Services Components SIN, under the category “Approved FIPS 201-Compliant Products and services”.

(d) Qualification Requirements.

(1) Offerors proposing Authentication products and services under the established Special Item Numbers (SINs) are required to provide the following:

(i) Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror's products and services against the Qualification Requirements for applicable to SIN. Offerors must submit all documentation certification letter(s) for Authentication Products and Services offerings at the same time as the submission of proposal. Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

(ii) After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.

(iii) (A) If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.

(B) If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.

(2) Immediately prior to making an award, Contracting Officers MUST consult the following website to ensure that the supplies and/or services recommended for award under any Authentication Products and Services SINs are in compliance with the latest APL qualification standards: www.idmanagement.gov . A dated copy of the applicable page should be made and included with award documents.

(e) Demonstrating Conformance.

(1) The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

(i) For Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(ii) For HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

(iii) For FIPS 201 compliant products and services qualification and approval procedures: http://www.csrc.nist.gov/piv-project/ and http://www.smart.gov .

(f) Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the e-Authentication Qualification process. Technical, APMO, FIPS 201and HSPD-12 Points of Contacts can be found below, or in an additional attachment to the Solicitation.

See Attachment

**Begin Regulation**

## CI-FSS-055 COMMERCIAL SATELLITE COMMUNICATION

## (COMSATCOM) SERVICES (JAN 2010)

(a) General Background.

Special Item Numbers (SINs) have been established for Commercial Satellite Communications (COMSATCOM) services, focused on transponded capacity (SIN 132-54) and fixed and mobile subscription services (SIN 132-55), to make available common COMSATCOM services to all Ordering Activities.

(b) Information Assurance.

(1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

(i) The Committee on National Security Systems Policy (CNSSP) 12, “National Information Assurance Policy for Space Systems used to Support National Security Missions,” or

(ii) Department of Defense Directive (DoDD) 8581.1, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense.”

(2) The Contractor shall demonstrate the ability to comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), “Minimum Security Requirements for Federal Information and Information Systems.” In response to Ordering Activity requirements, at a minimum, all services shall meet the requirements assigned against:

(i) A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, “Recommended Security Controls for Federal Information Systems and Organizations,” or

(ii) A Mission Assurance Category (MAC) III system that is described in the current revision of DoD Instruction (DoDI) 8500.2, “Information Assurance Implementation.”

(3) The Contractor’s information assurance boundary is where the Contractor’s services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).

(c) Delivery Schedule.

The Contractor shall deliver COMSATCOM services in accordance with 552.211-78.

(d) Portability.

The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor’s resources at any time as requested by the Ordering Activity. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor.

(e) Flexibility/Optimization.

The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor’s resources at any time as requested by the Ordering Activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the contractor. The Contractor is encouraged to submit re-grooming approaches for Ordering Activity consideration that may increase efficiencies for existing COMSATCOM services.

(f) Net Ready (Interoperability).

COMSATCOM services shall be consistent with commercial standards and practices. Services shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program.

(g) Network Monitoring (Net OPS).

The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the Ordering Activity. Specific reporting requirements will be defined by the Ordering Activity.

(h) EMI/RFI Identification, Characterization, and Geo-location.

The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the Ordering Activity a mutually agreed upon media and voice communications capability capable of protecting "Sensitive, but Unclassified" data.

(i) Security.

(1) The contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

(2) For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

(4) For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

(5) For classified requirements, cleared satellite operator staff must have access to secure voice communications for emergency purposes. Communications security equipment certified by the

National Security Agency (NSA) to secure unclassified and up to and including SECRET communication transmissions at all operations centers is preferred. If a Contractor is unable to have access to NSA-approved communications security equipment at its operations centers, then a combination of a “Sensitive but Unclassified” (SBU) cryptographic module approved by the U.S. National Institute for Standards and Technology and pre-arranged access to National Security Agency-approved communications security equipment at an agreed alternate facility is acceptable.

(6) The Contractor shall have the capability to “mask” or “protect” users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

(j) Third party billing for COMSATCOM subscription services.

The Contractor shall identify authorized network infrastructure for the Ordering Activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party’s network infrastructure, the Contractor shall provide to the Ordering Activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The Ordering Activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.

Note: Regulation CI-FSS-055
For additional Modification guidelines and instructions, specifically pertaining to COMSATCOM, please review the documentation published to http://www.gsa.gov/schedule70, and http://www.gsa.gov/fcsa.

**Begin Regulation**

## CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)

(a) *General Background*.

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA’s Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders*.

Orders placed using the FAR Part 51 deviation shall be:

(1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

(2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies,

and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

**Begin Regulation**

## F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

(a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)

(b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

(c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

| GEOGRAPHIC AREA(S)/COUNTRIES/ZONES |
|---|
| |
| |
| |
| |

**Begin Regulation**

## F-FSS-202-G DELIVERY PRICES (JAN 1994)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under

paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

| | Yes | No |
|---|---|---|
| Alaska | | |
| Hawaii | | |
| Puerto Rico | | |

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

**Begin Regulation**

## F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days

before the required delivery date, delivery shall be deemed to have been made timely.

**Begin Regulation**

## G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

**Begin Regulation**

## G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

**Begin Regulation**

## G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

**Begin Regulation**

## G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

**Begin Regulation**

## I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor’s timely submission of GSA Form 72A reports (see GSAR 552.238-74 “Industrial Funding Fee and Sales Reporting”) during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

**Begin Regulation**

## I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency

52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

**Begin Regulation**

## I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

**Begin Regulation**

## I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**Begin Regulation**

## I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*® in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

**Begin Regulation**

### I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**Begin Regulation**

### I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

**Begin Regulation**

### I-FSS-597 GSA *ADVANTAGE!*® (SEP 2000)

(a) The Contractor must participate in the GSA *Advantage!*® online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

Note: Regulation I-FSS-597
Universal Product Codes (UPCs)

The current requirement is for vendors to submit at least one UPC per qualifying SIN. A listing of which SINs require mandatory UPC submission by going to the Vendor Support

Center at vsc.gsa.gov and following this path: Getting on Advantage >> Lookup Tables (under â##EDI Documentationâ##) >> Schedules SIN|MOL|Photo|UPC.

The direct link is: https://vsc.gsa.gov/lookup/sin_mol.cfm. The UPC will be a critical component of the upcoming Formatted Price List (FPL) portion of the EAS project. It will allow for easy product comparisons and validation.

UPCs are the most reliable way to group the same products together to facilitate comparisons of best value. In addition, it will improve the quality of product data and the general system experience for all users. Any calls to the CO/CS, from vendors about UPC issues, should be referred to the Vendor Support Center at (877) 495-4849. The VSC will provide the vendor guidance on issues for submitting UPCs, what to do if you do not have a UPC, exclusions, troubleshooting etc.

**Begin Regulation**

## I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN’s).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN’s).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN’s which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) http://www.ccr.gov/, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at http://www.ccr.gov/ or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.itl.nist.gov/lab/csl-pubs.htm. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

(1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!* ®

(1) GSA *Advantage!* ® will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA *Advantage!* ® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*® may be accessed via the GSA Home Page. The INTERNET address is: http://www.gsa.gov, or http://www.fss.gsa.gov.

**Begin Regulation**

## I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**Begin Regulation**

## I-FSS-600 CONTRACT PRICE LISTS (JUL 2004) (ALTERNATE I – DEC 2008)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*®, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!* ® [SEE C.53] for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!* ® can be found in clause I-FSS-599, Electronic Commerce .

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Services' price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b) of this clause and nothing other than what was accepted /awarded by the Government may included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must be clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule pricelists

(1) The Contractor shall prepare a paper Information Technology Schedule pricelist in accordance with the Attachment titled "Guidelines For Format and Content of Authorized Information Technology Schedule Pricelist". Two (2) copies of the proposed Information Technology

Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.

(3) Modifications to Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.

(4) As an option, the Contractor may provide two (2) copies (including cover letter) of the Authorized Information Technology Schedule pricelist to the Contracting Officer for review prior to distribution. Accuracy of information and computation of prices is the responsibility of the Contractor.

(5) The Contractor may formally print and distribute the Authorized Information Technology Schedule pricelist. Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause) and application of any other remedies as provided by law-including monetary recovery.

(6) In addition, one copy of the Authorized Information Technology Pricelist must be submitted to the:

GSA, Federal Supply Service

National Customer Service Center (QC0CC)

Bldg. #4, 1500 E. Bannister Road

Kansas City, MO 64131-3009

Telephone: 1(800) 488-3111

Note: Regulation I-FSS-600
IT Schedule 70 mandates the use of eOffer/eMod for offer and modification submissions. Hardcopy/Paper submissions will not be accepted. Learn more at http://eoffer.gsa.gov/

**Begin Regulation**

## I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

**Begin Regulation**

## I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

**Begin Regulation**

## I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

**Begin Regulation**

## I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

**Begin Regulation**

## I-FSS-918 IMPREST FUNDS (PETTY CASH) (MAY 2000)

The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.305.

**Begin Regulation**

## I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (JAN 2002)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award

Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government’s examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness

of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
THIS REGULATION FOR ECONOMIC PRICE ADJUSTMENT (EPA) IS FOR PRODUCTS AND /OR SERVICES THAT WERE AWARDED, BUT NOT BASED ON A COMMERCIAL CATALOG PRICE.

# Part III - VENDOR INSTRUCTIONS

END USER LICENSE AGREEMENTS (EULA) AND TERMS OF SERVICE (TOS) AGREEMENTS FOR SOFTWARE USE

In order to facilitate GSAs review and negotiation of each individual set of terms for compliance with Federal Law, or loss of business that occurs when the terms are added on Schedule unmodified and ordering activities later decline to place an order because of non-compliant terms, vendors are required to submit their End User License Agreements (EULAs) or Terms of Service (TOS) Agreements in editable formats for offers and modifications. Such submissions for software and hardware may help GSA avoid delays in reviewing and negotiating each individual agreement. "Click wrap" submissions or links to agreements are not acceptable. Vendors shall clearly define what additional products and services and prices are included with an End User License Agreements (EULAs) or Terms of Service (TOS) Agreements.

**Begin Regulation**

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have _____ have not _____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**Begin Regulation**

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) *Definitions.* As used in this provision —

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than $10,000,000* means —

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror _____ has _____ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

**Begin Regulation**

## 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and

relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the

first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award* (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to --

GSA Federal Supply Service Specifications Section,
Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600

EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun ad Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**Begin Regulation**

## 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.*]*

.

Note: Regulation 52.215-20
..

**Begin Regulation**

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code) | NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT |
|---|---|
| | |
| | |
| | |

Note: Regulation 52.215-6
These Fill-in areas should be FULLY responded to within ORCA. See https://orca.bpn.gov

**Begin Regulation**

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price with Economic Price Adjustment, Indefinite-Delivery Indefinite-Quantity, with guaranteed minimum, multiple award schedule contract resulting from this solicitation.

**Begin Regulation**

## 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act--

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the

certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**Begin Regulation**

## 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (NOV 2007)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act--

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**Begin Regulation**

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
FAS Center for IT Schedule Program ATTN: Contracting Officer 2200 Crystal Drive CP#4, Room 606 Arlington, VA 22202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**Begin Regulation**

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far.

| Number | Title | Clause/Provision |
|---|---|---|
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) | Provision |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) | Provision |
| 52.216-31 | TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007) | Provision |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999) | Provision |
| 52.222-46 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993) | Provision |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN -- | Provision |

| | | |
|---|---|---|
| | REPRESENTATION AND CERTIFICATION (NOV 2011) | |
| 52.237-1 | SITE VISIT (APR 1984) | Provision |
| 552.219-72 | PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) | Provision |
| 552.219-73 | GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (ALTERNATE I - JUN 2005) | Provision |

**Begin Regulation**

## 552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

**Begin Regulation**

## 552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

| PAYMENT ADDRESS |
|---|
| |
| |
| |

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer’s ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only

for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

**Begin Regulation**

### A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

**Begin Regulation**

### A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

**Begin Regulation**

### A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

**Begin Regulation**

### K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

| NAMES & TITLES | TELEPHONE NUMBERS | ELECTRONIC MAIL ADDRESSES |
|---|---|---|
| | | |
| | | |
| | | |

**Begin Regulation**

## L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the request for final proposal revision..

**Begin Regulation**

## L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

*Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New

Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Note: Regulation L-FSS-400
THIS REGULATION DOES NOT APPLY TO INFORMATION TECHNOLOGY SCHEDULE 70!

**Begin Regulation**

## L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

# Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

INSTRUCTIONS FOR SUBMITTING AN OFFER AFTER YOUR PREVIOUS CONTRACT HAD BEEN CANCELLED OR ALLOWED TO EXPIRE DUE TO LOW OR NO SALES:
If you are a previous GSA Schedule contractor under Schedule 70, and your contract has been cancelled or an option not exercised due to low or no sales (in accordance with Clause I-FSS-639, Contract Sales Criteria), you must wait at least 12 months from the date of cancellation or expiration of your previous Schedule Contract before submitting another offer under this schedule.

You may resubmit another offer under this Schedule prior to the 12 month waiting period; however you must meet additional requirements. Any offer submitted without the additional requirements, prior to the completion of the 12 month waiting period will be automatically rejected.

To be considered for contract award within 12 months after having a previous Schedule 70 contract cancelled or expired due to low or no sales, you must:

(1) include a copy of the cancellation letter or notification of determination not to exercise an option,
(2) demonstrate current federal sales in excess of $25,000, as evidenced by copies of contractual documents that identify the federal entity and the date and value of the product or services provided,
(3) be able to demonstrate that there is a reasonable expectation that any future award will comply with Clause I-FSS-639, Contract Sales Criteria,
(4) provide a marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract, and
(5) submit a copy of the certificate stating that one of your current employees, who is an authorized negotiator for this offer, has completed the 'Pathway to Success' training within the past year.

Acceptance and satisfactory completion of the additional requirements is at the sole discretion of the Contracting Officer.

INSTRUCTIONS FOR SUBMITTING AN OFFER AFTER ALREADY HAVING ONE OR MORE OFFERS REJECTED IN THE PRECEDING TWO (2) YEARS:
There are additional requirements for a company that has had a previous GSA IT Schedule 70 Offer/Proposal rejected within the preceding two (2) years. GSA cannot evaluate a previously rejected Offer/Proposal, but rather, the company must resubmit the rejected Offer as a new Offer/Proposal, in its entirety, as well as the additional documentation that addresses the deficiencies described in the previously issued rejection notice/letter. Submission of Offers similar to previously rejected Offers must include, in detail, all items identified in the rejection letter/notice as deficiencies and what actions were taken to remedy those deficiencies. The Offeror shall provide a copy of any rejection notice(s)/letter(s) the company has received, within the preceding two (2) years, from any previous GSA IT Schedule 70 offer. Acceptance and satisfactory completion or mitigation of these deficiencies is at the sole discretion of the Contracting Officer.

**Begin Regulation**

## 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated

information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

**Begin Regulation**

### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I – JAN 2011)

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

**Begin Regulation**

### 552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror

within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**Begin Regulation**

## CI-FSS-152 ADDITIONAL EVALUATION FACTORS (JAN 2010)

(a) The government will consider award for an offeror who has been determined to be responsible, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance and whose prices are determined fair and reasonable.

(b) All technical evaluation factors will be reviewed, evaluated and rated acceptable or unacceptable based on the criteria listed below. Award will be made on a per Special Item Number (SIN) basis. A rating of “unacceptable” under any technical evaluation factor, by SIN, will result in an “unacceptable” rating overall for that SIN, in which that SIN will be rejected. Offers determined unacceptable for all proposed SIN(s) will be rejected.

(c) Each offeror must have a satisfactory performance record. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;

TECHNCAL EVALUATION FACTORS:

(1) FACTOR 1. Financial Responsibility Determination

(i) Provide the most current, completed, audited (if available) 2 years of consolidated financial statements, specifically balance sheets and income statements, or information that demonstrates the company’s financial capacity. The contracting officer will use balance sheet and income statement financial information to determine financial capability. Note that providing tax returns is not required.

(ii) Provide a summary explanation for any negative financial information shown, including negative equity or income.

(2) FACTOR 2. Corporate Experience

(i) Submit a two-page (maximum) narrative describing the company’s corporate experience for all proposed (SINs), regardless of the number of SINs being offered. For each SIN offered, your company shall provide the type of supplies and/or professional services procured by either a Government or Commercial entity for a **minimum of two years**. At a minimum, the narrative shall include the following:

(A) Organization’s number of years of corporate experience relevant to this offer.

(B) Organization’s structure, to include size, experience in the field, and resources available to enable the offeror to fulfill requirements.

(C) Brief history of the organization’s activities contributing to the development of relevant expertise and capabilities.

(D) Information that demonstrates organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of manpower proposed.

(E) Describe/identify how the contract will be marketed to ordering activities.

(F) For Dealers (i.e., non-manufacturers) Only - For supply offers, submit complete Letter(s) of Supply from Manufacturers or other evidence of sustainable sources of supply.

(G) For Authentication Products and Services (Homeland Security Presidential Directive 12 (HSPD-12) Only: All offers must be in compliance with guidance in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, OMB Memorandum 04-04:

(1) SIN 132-60a: Offerings must include policy-compliant agency setup, testing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.
Technical evaluation criteria are:

(i) Successful completion of Level 1 Credential Assessment - Include Assessment Report

(ii) Successful completion of applicable interoperability testing - Include Test Report

(2) SIN 132.60b: Offerings must include policy-compliant agency setup, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.
Technical evaluation criteria are:

(i) Successful completion of Level 2 Credential Assessment - Include Assessment report

(ii) Successful completion of applicable interoperability testing - Include Test Report

(3) SIN 132-60c: Offerings must include policy compliant ID proofing, Credential issuance, continued account management, revocation, and certificate validation as part of the basic service.
Technical evaluation criteria are:

(i) Successful completion of Level 3 and 4 Credential Assessment - Include Assessment report

(ii) Access Certificates for Electronic Services (ACES) Security Certification and Accreditation (C&A) as a condition of obtaining and retaining approval to operate as a Certification Authority (CA) under the ACES Certificate policy and the GSA ACES Program. – Include Authorization to Operate (ATO) letter.

(iii) Common criteria for other Certification Authorities cross certified by the Federal Bridge

(4) SIN 132-60d: Offerings must be:

(i) Listed on GSA’s Federal Information Processing Standards (FIPS) 201 Approved Products List.

(ii) Crypto Modules must be FIPS 140-2 validated.

(5) SIN 132-60e: Offerings must include precursor services such as bulk load, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Also includes translation and validation services, and partial services such as 3rd-party identity proofing or secure hosting. Technical evaluation criteria are:

(i) Demonstrated compliance with NIST SP 800-63, as applicable to the technologies being utilized by the offeror.

(ii) Compliance with published E-Authentication architecture, verified by a clearance letter from GSA's Office of Governmentwide Policy.

(6) SIN 132-60f: Technical evaluation criteria are:

(i) Documented experience with deployment of policy-compliant Identity and Access Management (IAM) projects in government agencies. This includes IAM technologies and standards, including Security Assertion Markup Language (SAML), Public Key Infrastructure (PKI) and the Web Services (WS)-Federation specification. Offerors should describe in detail their competencies when proposing under this SIN.

(3) FACTOR 3. Past Performance:

(i) The offeror shall order and submit a Past Performance Evaluation from Open Ratings, Inc. (ORI). Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(A) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(B) Offeror is advised to use references from projects involving relevant IT supplies and IT services within the scope of this solicitation. All pertinent North American Industry Classification System Code (NAICS) are in the solicitation. If these references were not provided to ORI, please explain why.

(c) The offeror shall address any negative feedback contained in the ORI report. Explain what actions have been taken to minimize the problems that resulted in negative feedback.

(4) FACTOR 4. Project Experience for SIN 132-51 and SIN 132-60f only (IT and Identity Access Management (IAM) Professional Services)

(i) Provide a description of the offeror's experience in the professional information technology services offered under SIN 132-51 and SIN 132-60f. Describe **three** completed or on-going project(s), similar in size and complexity to the effort contemplated herein and in sufficient detail for the Government to perform an evaluation. **For SIN 132-60f, two of the three projects described must be prior federal government application deployment projects for public-facing IT systems.** Each completed example shall have been completed **within the last two years**. All examples of completed services shall have been found to be acceptable by the ordering activity. If the Offeror cannot provide three examples of past experience, they may provide additional documentation to substantiate project experience to be evaluated by the Contracting Officer.

(ii) Within the two page limitation for each project narrative, offerors shall outline the

following for proposed SIN 132-51 and 132-60f:

(A) Provide background information on the project or projects presented to demonstrate expertise.

(B) Outline how the project or projects are related to the proposed SIN(s).

(C) Submit summary of the final deliverables for the noted project or projects.

(D) Offerors shall demonstrate that the tasks performed are of a similar complexity to the work solicited under this solicitation.

(E) Provide the following information for each project submitted:

(1) Project/Contract Name;

(2) Project Description;

(3) Dollar Amount of Contract;

(4) Project Duration, which includes the original estimated completion date and the actual completion date; and

(5) Point of Contact and Telephone Number

(5) FACTOR 5. Project Experience for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and/or SIN 132-55, COMSATCOM Subscription Services

(i) Provide a description of the Offeror's experience delivering COMSATCOM services as described in CI-FSS-055, C*ommercial Satellite Communication (COMSATCOM) Services*. For each COMSATCOM Services SIN proposed, describe three completed or on-going projects, similar in size and complexity to the services the vendor is proposing to offer and in sufficient detail for the Government to perform an evaluation. (NOTE: If applying for both SIN 132-54 and 132-55, describe three projects related to SIN 132-54, and another three projects related to SIN 132-55.) All completed projects shall have been completed within the last three years prior to submission of the vendor's COMSATCOM Services SIN proposal. Performance of all completed projects shall have been found acceptable by the Ordering Activity. If the Offeror cannot provide three projects, they may provide additional documentation to substantiate project experience to be evaluated by the Contracting Officer.

(ii) Within the four page limitation for each project narrative, the Offeror shall include the following information:

(A) Provide background information on the project presented to demonstrate familiarity and expertise servicing COMSATCOM requirements.

(B) Outline how the project is related to the proposed COMSATCOM Services SIN.

(C) Demonstrate that the tasks performed are of a similar size, scope, and complexity to the work solicited under this solicitation.

(D) Provide the following information for each project submitted:

(1) Project/Contract Name;

(2) Project Description;

(3) Dollar Amount of Contract;

(4) Project Duration, which includes the original estimated completion date and the actual completion date; and

(5) Point of Contact and Telephone Number

(6) FACTOR 6. Information Assurance Minimum Security Controls Compliance for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity Services and SIN 132-55, COMSATCOM Subscription Services only

(i) Federal policy specifies Government customer compliance with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." This standard specifies minimum security requirements Federal agencies must meet, defined through the use of security controls described in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, "*Recommended Security Controls for Federal Information Systems and Organizations*," DoD Instruction (DoDI) 8500.2, "*Information Assurance Implementation*," and associated documents.

(ii) Complete the Information Assurance Checklist found on the GSA SATCOM Services Program Management Office website (http://www.gsa.gov/satserv).

(iii) The Government will evaluate the Information Assurance Checklist submitted as part of Offeror's proposal to determine whether the Offeror understands the minimum security controls, and has processes, personnel, and infrastructure that currently complies or demonstrates a reasonable approach to becoming compliant with all the minimum security controls for at least a low-impact information system or MAC III system.

PRICE PROPOSAL FACTOR:

(7) FACTOR 7. Price Proposal:

(i) In accordance with GSAM 538.270, Evaluation of multiple awards schedule (MAS) offers, the goal of the Government is to obtain the offeror's best price given to the offeror's Most Favored Customer (MFC). Therefore, GSA is required to obtain pricing that is equal to or better than the Most Favored Customer pricing with the same or similar terms and conditions. This objective will be met by evaluation of price and price discounts, terms, conditions, and concessions offered to the Most Favored Commercial Customers. If the MFC is a Federal Agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis of award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a).

(ii) Price Proposal will be evaluated for its successful completion of all requirements outlined in the General Proposal Submission Instructions in the Cover Page of the solicitation document. The Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(iii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not "equal to or lower than" the Most Favored Customer (MFC), an acceptable justification must be provided.

# Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

**Begin Regulation**

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions*. As used in this provision —

*''Economically disadvantaged women-owned small business (EDWOSB) concern"* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*"Forced or indentured child labor"* means all work or service —

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"*Inverted domestic corporation*", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"*Manufactured end product*" means any end product in Federal Supply Classes (FSC) 1000-9999, except —

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"*Place of manufacture*" means the place where an end product is assembled out of components, or

otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"*Restricted business operations*" — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"*Sensitive technology*"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"*Service-disabled veteran-owned small business concern*" —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

*"Subsidiary"* means an entity in which more than 50 percent of the entity is owned —

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*"Veteran-owned small business concern"* means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned business concern"* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*"Women-owned small business concern"* means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*"Women-owned small business (WOSB) concern eligible under the WOSB Program"* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2)
of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.*]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision*.] The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:* .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the*

*offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either —

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) _____ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business*

*concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act— Supplies.”

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---|---|
| | |
| | |
| | |
| (List as Necessary) | |

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if

the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---|---|
| | |
| | |
| | |
| (List as Necessary) | |

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of ``domestic end product.”

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---|---|
| | |
| | |
| | |
| (List as Necessary) | |

(iv) The Government will evaluate offers in accordance with the policies and procedures

of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act — Free Trade Agreements — Israeli Trade Act":

Canadian End Products:

| **Line Item No.** |
|---|
| |
| |
| |
| (List as Necessary) |

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act — Free Trade Agreements — Israeli Trade Act":

Canadian or Israeli End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| | |
| | |
| | |
| (List as Necessary) | |

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| | |
| | |

| | |
|---|---|
| (List as Necessary) | |

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax

liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C.§ 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) Listed end products.

| End Product | Country of Origin |
|---|---|
| | |
| | |
| | |
| (List as Necessary) | |

(2) Certification. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

. (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

. (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701*). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number* (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the

offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that —

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran*.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.