

# Solicitation Document

Title : **Total Solutions for Law Enforcement, Security,  
Facilities Management, Fire, Rescue**

Solicitation Number : **7FCI-L3-030084-B**

Refresh Number : **21**

Created on June 5, 2013

## COVER PAGE

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**Begin Regulation**

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

Solicitation No. 7FCI-L3-030084-B Refresh 21

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 084 PART \* N/A \* SECTION \* N/A \*

COMMODITY: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY,  
FACILITY MANAGEMENT SYSTEMS, FIRE, RESCUE, SPECIAL PURPOSE CLOTHING,  
MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE

FSC CLASS(ES)/PRODUCT CODE(S): \* N/A \*

(b) **STANDARD INDUSTRY GROUP:** \* N/A \*

SERVICE: \* N/A \*

SERVICE CODE(S): \* N/A \*

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

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**Begin Regulation**

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**CP-FSS-18 NEW SCHEDULE PERIODS (NOV 1997)**

Effective immediately, this Federal Supply Schedule will no longer have a prescribed beginning and ending date. The schedule period will be continuous, and will contain contracts with contract periods that commence on the date of award (DOA) and expire in five years (exclusion of any options) from the DOA. In addition, Multiple Award Schedule solicitations will become "standing" opportunities for new offers. Unless otherwise noted in the solicitation, new offers may be forwarded at any time. Finally, the Government will award contracts for identical brand name items when offers are determined to be fair and reasonable to the Government.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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**

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Number	Title	Clause/Provision
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)	Clause
I-FSS-918	IMPREST FUNDS (PETTY CASH) (MAY 2000)	Clause

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

Number	Title	Clause/Provision
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)	Clause
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision
552.228-5	GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)	Clause

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

Number	Title	Clause/Provision
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012)	Provision
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (DEC 2012)	Provision
52.225-5	TRADE AGREEMENTS (NOV 2012)	Clause
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2013) (ALTERNATE II -- JUL 2012)	Clause

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

SIN #	SIN Title	Total Sales in \$
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**The deleted SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
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Note: Regulation CP-FSS-2

As part of GSA's continuing effort to improve the Multiple Award Schedules (MAS) program, the following requirements have been incorporated, effective the date of this refresh.

Manufacturer's Part Number:

Offeror must ensure the Original Equipment Manufacturer (OEM), Manufacturer Part Number or Wholesaler Number for each product proposed reflects the actual part number assigned. If the OEM, Manufacturer, or Wholesaler Part Number is submitted incorrectly or not submitted, the product offering will not be awarded.

\*Frustrated Freight:

Offer must maintain an order tracking system that permits ordering agencies to obtain the location of an order from the time the order is shipped to the time/point of delivery and acceptance at end point of point of delivery.

Offeror must also demonstrate understanding of an order bound for an international end point delivery and provide a sample electronic version of an appropriately marked label in accordance with the FED-STD-123 and MIL-STD-129 edition in effect at the date of issuance of the solicitation.

Offer will not be accepted for OCONUS delivery if offer does not demonstrate a proper tracking system and a sample packaging label for international delivery.

\*Applicable only to offers ultimately bound for overseas destinations:

Full Products and Broad Services Offerings:

Offeror must provide a full and broad offering on services and/or products. Offers will not be accepted with only limited item/offering (product, labor category, training course, or fixed-price service) unless it represents a total solution for the Special Item Numbers (SINs).

Fair and Reasonable Pricing:

To determine fair and reasonable pricing, the GSA Contracting Officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers which provide Most Favored Customer pricing, but which are not highly competitive will not be found fair and reasonable and will not be accepted.

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**Begin Regulation**

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**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, GREATER SOUTHWEST ACQUISITION CENTER  
ATTN: BRENDA MCCALL (7QSAB-B5)  
819 TAYLOR STREET, ROOM 7A37  
FORT WORTH, TX 76102-6114

or

Phone 817-850-8112  
brenda.mccall@gsa.gov

Attachment 01, Marine Craft & Equipment  
Tracie Crowder 817-850-8218  
Jewel Sam-Kpakra 817-850-8118

Attachment 02, Firefighting & Rescue  
Ralph Hunter 817-850-8149  
Lloyd Nelson 817-850-8111

Attachment 03, Alarm & Security

Pat Dawson 817-850-8113  
Vivian Allen 817-850-8215  
Melissa Salvatore 817-850-8273  
Jonathan Woodcock 817-850-8373  
Joe L. Moore 817-850-5559  
Kenneth Miller 817-850-8341  
Haven Wynne 817-850-5561

Attachment 04, Special Purpose Clothing  
Gena Brown 817-850-8117  
Lloyd Nelson 817-850-8111

Attachment 05, Law Enforcement  
Sharon Hair 817-850-8119  
Felicia Castillo 817-850-8340  
Melissa Salvatore 817-850-8273  
Cheryl Applewhite 817-850-8144  
Kris Andrews 817-850-8165  
Loren Kolba 817-850-5558.

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.

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**Begin Regulation**

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**CP-FSS-6 ELECTRONIC DATA INTERCHANGE (EDI) ORDERING  
(JAN 1994)**

Offerors are advised that the Federal Supply Service is expanding use of electronic communications to exchange business documents. The Placement of Orders clause contained in this contract provides that orders may be placed using Electronic Data Interchange (EDI) procedures.

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**Begin Regulation**

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**55.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN  
REQUIREMENTS (MAR 2012)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-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 \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

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## Part I - GOODS & SERVICES

As part of GSA's continuing effort to improve the Multiple Award Schedules (MAS) program, the following requirements have been incorporated, effective the date of this refresh.

### Manufacturer's Part Numbers:

Offeror must ensure the Original Equipment Manufacturer (OEM), Manufacturer Part Number or Wholesaler Number for each product proposed reflects the actual part number assigned. If the OEM, Manufacturer, or Wholesaler Part Number is submitted incorrectly or not submitted, the product offering will not be awarded.

### \*Frustrated Freight:

Offer must maintain an order tracking system that permits ordering agencies to obtain the location of an order from the time the order is shipped to the time/point of delivery and acceptance at end point of point of delivery.

Offeror must also demonstrate understanding of an order bound for an international end point delivery and provide a sample electronic version of an appropriately marked label in accordance with the FED-STD-123 and MIL-STD-129 edition in effect at the date of issuance of the solicitation.

Offer will not be accepted for OCONUS delivery if offer does not demonstrate a proper tracking system and a sample packaging label for international delivery.

\*Applicable only to offers ultimately bound for overseas destinations:

### Full Products and Broad Services Offerings:

Offeror must provide a full and broad offering on services and/or products. Offers will not be accepted with only limited item/offering (product, labor category, training course, or fixed-price service) unless it represents a total solution for the Special Item Numbers (SINs).

### Fair and Reasonable Pricing:

To determine fair and reasonable pricing, the GSA Contracting Officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers which provide Most Favored Customer pricing, but which are not highly competitive will not be found fair and reasonable and will not be accepted.

## Group Name: Attachment 1 - Marine Craft and Equipment (FSC 19)

### 260 01 --- Boats, Powered - SUBJECT TO COOPERATIVE PURCHASING

Includes Parts & Accessories

**Sales:** \$100,065,992

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 1940

**Maximum Order :** \$315,000

### NAICS

Number	Description	Business Size
336611	Ship Building and Repairing	1000 employees
336612	Boat Building	500 employees

### 260 03 --- Boats, Nonpowered - SUBJECT TO COOPERATIVE

**PURCHASING**

Includes Life Rafts, Options and Accessories

**Sales:** \$4,233,394**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$315,000**NAICS**

Number	Description	Business Size
326199	All Other Plastics Product Manufacturing	750 employees

**260 06 --- Boats, Inflatable, Powered and Nonpowered - SUBJECT TO COOPERATIVE PURCHASING**

Includes Options and Accessories

**Sales:** \$8,067,350**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$315,000**NAICS**

Number	Description	Business Size
326199	All Other Plastics Product Manufacturing	750 employees

**260 09 --- Inboard and Outboard Engines, Marine Diesel Propulsion Engines (Ranging in Horsepower from 150-4,000) - SUBJECT TO COOPERATIVE PURCHASING**

Includes parts and accessories

**Sales:** \$9,868,674**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 2805**Maximum Order :** \$315,000**NAICS**

Number	Description	Business Size
333618	Other Engine Equipment Manufacturing	1000 employees

**260 10 --- Marine Craft Electronics - SUBJECT TO COOPERATIVE PURCHASING**

Bridge and/or Other Marine-specific Electronic Equipment and Marine Craft Safety Equipment (other than Personal Flotation Devices) Includes all types of electronic-type equipment used specifically in or on Marine Craft such as: position finders, specialized marine radios, specialized marine computer hardware, monitors, beacons, electronic sounding equipment and all types of marine craft safety equipment.

**Sales:** \$612,187**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	750 employees

**260 11 --- Marine Craft Trailers and Trailer Accessories/Spare Parts -  
SUBJECT TO COOPERATIVE PURCHASING**

Includes all types of marine craft trailers, trailer equipment and supplies.

**Sales:** \$729,056**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
336612	Boat Building	500 employees

**260 12 --- Floating Marine Barriers and Booms, Floats, Perimeter Floats,  
and Moorings - SUBJECT TO COOPERATIVE PURCHASING**

Includes parts and accessories

**Sales:** \$6,868,733**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1945**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
326199	All Other Plastics Product Manufacturing	750 employees

**260 13 --- Marine Craft Modifications, Marine Craft Repair and Marine  
Craft Spare Parts - SUBJECT TO COOPERATIVE PURCHASING**

includes repair of all types of Marine Craft and other products covered under this Schedule including, but not limited to, marine craft boat modification packages, repair of engines, floating barriers, booms, floats and moorings. Includes all types of spare parts and replacement parts and accessories for marine craft not covered elsewhere under this schedule. Also includes consulting and training services related to Marine Craft Modifications and Marine Craft Repair.

**Sales:** \$703,505**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
336611	Ship Building and Repairing	1000 employees
336612	Boat Building	500 employees

### **260 14 --- Harbor/Waterfront Security Products and Services and Professional Marine Security Services - SUBJECT TO COOPERATIVE PURCHASING**

Harbor/Waterfront Security Products and Services and Professional Marine Security Services includes all types of Harbor and Waterfront security products including, but not limited to, surveillance equipment and monitoring equipment utilized specifically in the harbor/Waterfront or Marine Craft environment. Also includes, but not is not limited to, any type of professional marine security services, and consulting and training related to Harbor/Waterfront Security or other Professional Marine Security.

**Sales:** \$1,021,627**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
541690	Other Scientific and Technical Consulting Services	\$14 million
561330	Professional Employer Organizations	\$25.5 million
561621	Security Systems Services (except Locksmiths)	\$19 million

### **260 99 --- Introduction of New Products and Services Items Directly Related to Marine Equipment - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$14,524,787**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 1940**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
336611	Ship Building and Repairing	1000 employees

### **260 1000 --- Marine Craft -**

Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings 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.

NOTE: OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH PRODUCTS/SERVICES OFFERED UNDER ANOTHER '260' SIN.

**Sales:** \$420,140

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 1940

**Maximum Order :** \$150,000

#### NAICS

Number	Description	Business Size
326199	All Other Plastics Product Manufacturing	750 employees
336611	Ship Building and Repairing	1000 employees
336612	Boat Building	500 employees
541330	Engineering Services	\$14 million
541512	Computer Systems Design Services	\$25.5 million
541690	Other Scientific and Technical Consulting Services	\$14 million
541990	All Other Professional, Scientific and Technical Services	\$14 million

### Group Name: Attachment 2 - Fire Fighting and Rescue Equipment (FSC 42)

#### 465 8 --- Flood Control Equipment - Traditional and Alternative Approaches - SUBJECT TO COOPERATIVE PURCHASING

includes, but not limited to, all types of traditional sandbagging equipment, supplies and services and non-traditional emergency flood control equipment, supplies and services.

**Sales:** \$1,609

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4210

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
339999	All Other Miscellaneous Manufacturing	500 employees

#### 465 9 --- Medical/ Rescue Kits - SUBJECT TO COOPERATIVE PURCHASING

including, but not limited to, emergency response kits, field rescue kits and equipment.

**Sales:** \$3,199,001

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4210

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**465 10 --- Emergency Patient Transportation and Immobilization Devices -  
SUBJECT TO COOPERATIVE PURCHASING**

Handicapped Evacuation Devices, Stretcher Chairs, Scoop Stretchers, Basket Stretchers, Splints, Fraction Aids, Cervical Spine Immobilization Collars, Ked or Similar Devices and Extraction Devices

**Sales:** \$3,669,487

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6515

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**465 11 --- Fire Extinguishing/Suppressing Products, Retardant, Foams and  
Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Includes but not to Foam Concentrate, Wetting Agent, Fire Extinguishers (excluding "Halon" fire extinguishing devices), Slip-on Firefighting Units, Pumps, Portable Tanks (folding or collapsible) and Chemical Mixing Equipment (foam proportioners, injectors, eductors).

**Sales:** \$6,182,311

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4210

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
333911	Pump and Pumping Equipment Manufacturing	500 employees
339999	All Other Miscellaneous Manufacturing	500 employees

**465 17 --- Firefighting Distress/Signal Devices and Heat Sensing Devices -  
SUBJECT TO COOPERATIVE PURCHASING**

Includes but not limited to personal Alert Safety Systems (PASS), Fuses and Related Devices for Emergency Applications

**Sales:** \$1,573,746

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 6350  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**465 19 --- Firefighting and Rescue Tools, Equipment and Accessories -  
SUBJECT TO COOPERATIVE PURCHASING**

Includes but not limited to Portable Hydraulic and Pneumatic, Jaws, Cutters, Rams and Files,  
Pulaski tools, Combi tools, Axes, Rakes, Shovels and Handles

**Sales:** \$4,535,454  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 5120  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332216	Saw Blade and Handtool Manufacturing	500 employees
333991	Power-Driven Hand Tool Manufacturing	500 employees
333999	All Other Miscellaneous General Purpose Machinery Manufacturing	500 employees
423850	Service Establishment Equipment and Supplies Merchant Wholesalers	100 employees

**465 22 --- Breathing Air Equipment, Inhalator Devices, Respiratory  
Protection Products, Related Support Items and Solutions - SUBJECT  
TO COOPERATIVE PURCHASING**

SCBA's (self contained breathing apparatus), Air Compressors, Air Filtering Personal  
Equipment and Emergency Egress Equipment

**Sales:** \$56,220,828  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 8405  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
333913	Measuring and Dispensing Pump Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**465 1000 --- Wildland Firefighters -**

Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies  
and/or services which are not within the scope of any other SIN on this schedule. These  
supplies and/or services are necessary to compliment a contractor's offerings 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.

NOTE: OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH PRODUCTS/SERVICES OFFERED UNDER ANOTHER '465' OR '567' SIN.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4210

**Maximum Order :** \$150,000

#### NAICS

Number	Description	Business Size
326220	Rubber and Plastics Hoses and Belting Manufacturing	500 employees
332919	Other Metal Valve and Pipe Fitting Manufacturing	500 employees
332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing	1000 employees
333913	Measuring and Dispensing Pump Manufacturing	500 employees
333999	All Other Miscellaneous General Purpose Machinery Manufacturing	500 employees
541512	Computer Systems Design Services	\$25.5 million

#### **567 4 --- Helicopter Equipment and Products for Search and Rescue and Firefighting Applications - SUBJECT TO COOPERATIVE PURCHASING**

For the transport and delivery of firefighting agents and equipment by Helicopter. Includes but not limited to Chemical Injection Devices, Cargo Nets, Swivels, Lift Baskets, Drop Buckets, and other related accessories

**Sales:** \$13,415,240

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4240

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

#### **567 8 --- Burning Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Flame Throwers, drip torch, aerial ignition equipment

**Sales:** \$122,626

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 5120

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing	1000 employees

**567 15 --- Hoses, Valves, Fittings, Nozzles, Couplings and Related Accessories. Hoses - SUBJECT TO COOPERATIVE PURCHASING**

includes cotton, cotton-synthetic and synthetic materials; weeping, single jacket, double jacket and hard line design: Attach Hose, operations hoses and supply hose; large and small diameters; with and without couplings; threaded and quick disconnect couplings. Nozzles: includes all types of water and foam nozzles used to shape and control a firestream for firefighting purposes. Valves/Fittings: Includes wye valves, automatic check and bleeder valves, automatic pressure fuel valves, butterfly valves, horseshoe shut-off valves and all types of fittings. Related Accessories: Includes but not limited to reels, all types of couplings, fittings and accessories used to modify hose streams, fixate and mount nozzles, control water streams, etc.

**Sales:** \$2,409,101

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4210

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
326220	Rubber and Plastics Hoses and Belting Manufacturing	500 employees
332919	Other Metal Valve and Pipe Fitting Manufacturing	500 employees

**567 99 --- Introduction of New Products and Services relating to Firefighting and Rescue Equipment - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$10,465,278

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 4210

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**Group Name: Attachment 3 - Alarm/Facility Mgt Sys, Prof. & Guard Services (FSC 63)****246 01 --- Smart Buildings Systems Integrator**

Includes the comprehensive integration of building systems and technology using a non-proprietary and open architecture. Typical building systems to be integrated include:

building automation, life safety, telecommunications, facilities management, security, energy and environmental control, HVAC, lighting, building envelope, access control, power management, cabling infrastructure/wireless, VOIP, video distribution, video surveillance, data network, etc. Typical integration functions include, but are not limited to: requirements analysis, strategic systems planning, system configuration, implementation alternatives, integration planning, system component acquisition, component integration, testing and analysis, interaction with Building Operations Centers, collection/manipulation of smart building component data, configuration management and control, design-guide development, operational training and support, monitoring, reporting and managing of the systems, and systems maintenance.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** R414

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
561210	Facilities Support Services	\$35.5 million

**246 20 1 --- Miscellaneous Alarm and Signal Systems. Process Monitoring/Fault Reporting Devices or Systems - SUBJECT TO COOPERATIVE PURCHASING**

which monitor pressure levels, flow rates, temperatures, leaks

**Sales:** \$1,038,142

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

**246 20 2 --- Miscellaneous Alarm and Signal Systems - SUBJECT TO COOPERATIVE PURCHASING**

Hazard Indicating Alarm Devices or Systems for the Detection of Toxic Gases, Flammable Gases

**Sales:** \$138,663

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
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334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees
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**246 20 3 --- Miscellaneous Alarm and Signal Systems. Audible/Visual Warning/Signaling Devices - SUBJECT TO COOPERATIVE PURCHASING**

including radio alarms equipment (excluding those for vehicular use)

**Sales:** \$4,430,843

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

**246 20 4 --- Miscellaneous Alarm and Signal Systems. Warning System Devices (Patient/Detainees) - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$2,096,196

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

**246 23 --- Anti-Theft Material Alarm Control Systems for Detection of Property - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$18,991

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
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334290	Other Communications Equipment Manufacturing	750 employees
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### 246 25 --- Fire Alarm Systems - SUBJECT TO COOPERATIVE PURCHASING

(Excludes Fire Suppression Devices)

**Sales:** \$2,687,095

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

### 246 35 1 --- Access Control Systems, Door entry control by card access, magnetic proximity - SUBJECT TO COOPERATIVE PURCHASING

including but not limited to Biometric

**Sales:** \$16,750,035

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

### 246 35 2 --- Access Control Systems, Door entry control by touch access, dial, digital, keyboard, keypad - SUBJECT TO COOPERATIVE PURCHASING

including but not limited to Biometric, Voice, Fingerprint, Iris, Hand Geometry, Weight

**Sales:** \$7,907,669

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

### 246 35 3 --- Access Control Systems, Parking Access Control - SUBJECT TO COOPERATIVE PURCHASING

including but not limited to Biometric

**Sales:** \$82,652**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6350**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

**246 35 4 --- Access Control Systems, Emergency exit door access/alarm systems for security and/or fire safety - SUBJECT TO COOPERATIVE PURCHASING**

including but not limited to Biometric

**Sales:** \$208,120**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6350**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

**246 35 5 --- Access Control Systems - Vehicle Arrest/Security Barrier/Barricade/Bollard Systems, Decorative Barrier Planters - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$5,760,203**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**246 35 6 --- Other Access Control Systems - SUBJECT TO COOPERATIVE PURCHASING**

Including but not limited to Biometric Access Control - Facial, Voice, Fingerprint, Iris Recognition, etc.

**Sales:** \$3,212,578**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes

**Set Aside:** No  
**FSC/PSC Code :** 6350  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

### 246 36 --- Locking Devices - SUBJECT TO COOPERATIVE PURCHASING

including padlocks and electronic locks not covered by SIN 246-35

**Sales:** \$5,881,087  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 6350  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

### 246 40 --- Intrusion Alarms and Signal Systems - SUBJECT TO COOPERATIVE PURCHASING

Including audible and visible warning devices (no personal alarms)

**Sales:** \$8,334,397  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 6350  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

### 246 42 1 --- Facility Management Systems - SUBJECT TO COOPERATIVE PURCHASING

(Including Accessories and Repair Parts. Computerized Systems for Surveillance, Monitoring, Controlling, Signaling and Reporting Multiple Functions. Security Functions (i.e., access control, fire detection, intrusion, etc.)

**Sales:** \$37,700,851  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 6350  
**Maximum Order :** \$150,000

**NAICS**

Number	Description	Business Size
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

### 246 42 2 --- Facility Management Systems - SUBJECT TO COOPERATIVE PURCHASING

(Including Accessories and Repair Parts. Computerized Systems for Surveillance, Monitoring, Controlling, Signaling and Reporting Multiple Functions. Energy and Facility Management Functions and Services, Building Automation Control systems (including lighting, HVAC controls and sensors), Building Comfort Systems (including heating, ventilation and air conditioning, chillers)

**Sales:** \$13,926,928

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$150,000

#### NAICS

Number	Description	Business Size
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

### 246 42 3 --- Facility Management Systems - SUBJECT TO COOPERATIVE PURCHASING

including accessories and repair parts. - Computerized systems for surveillance, monitoring, controlling, signaling and reporting multiple functions. Systems capable of both security functions and energy management functions

**Sales:** \$6,781,446

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$150,000

#### NAICS

Number	Description	Business Size
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

### 246 43 --- Perimeter Security/Detection Systems - SUBJECT TO COOPERATIVE PURCHASING

including but not limited to Fencing, Sensors, etc.

**Sales:** \$1,204,190

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6350

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332618	Other Fabricated Wire Product Manufacturing	500 employees

**246 51 --- Installation of Security/Facility Management Systems Requiring Construction - SUBJECT TO COOPERATIVE PURCHASING**

NOTE: OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH SYSTEMS OFFERED UNDER ANOTHER '246' SIN.

**Sales:** \$11,067,704

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** N063

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
236220	Commercial and Institutional Building Construction	\$33.5 million
561621	Security Systems Services (except Locksmiths)	\$19 million

**246 52 --- Professional Security/Facility Management Services - SUBJECT TO COOPERATIVE PURCHASING**

including security consulting, training and facility management consulting

**Sales:** \$253,614,479

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** R414

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$14 million
541690	Other Scientific and Technical Consulting Services	\$14 million
541990	All Other Professional, Scientific and Technical Services	\$14 million
561611	Investigation Services	\$19 million
561621	Security Systems Services (except Locksmiths)	\$19 million

**246 53 --- Facility Management and Energy Solutions - SUBJECT TO COOPERATIVE PURCHASING**

Includes, but not limited to projects using appropriated funds as well as alternative financing methods through the use of Energy Savings Performance Contracts (ESPC's) in accordance with the National Energy Conservation Policy Act (NECPA) as amended by the Energy Policy Act of 2005 (EPACT). Projects include energy audits, project management, and energy upgrades of HVAC, Lighting, Controls, etc..

**Sales:** \$581,807**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6350**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
532210	Consumer Electronics and Appliances Rental	\$35.5 million
541990	All Other Professional, Scientific and Technical Services	\$14 million

**246 54 --- Protective Service Occupations - SUBJECT TO COOPERATIVE PURCHASING**

including Security Guards, Alarm Monitors, Baggage Inspectors, Corrections Officers, Court Security Officers, Detection Dog Handlers, Detention Officers, Firefighters, Police Officers, Categories to support Operation On-site of Security Functions, and other support and related categories.

NOTE: Must demonstrate three (3) years of Corporate Experience.

**Sales:** \$796,376,696**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** S206**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
561612	Security Guards and Patrol Services	\$19 million

**246 60 1 --- Security Systems Integration and Design Services - SUBJECT TO COOPERATIVE PURCHASING**

Services involving the security integration and/or management discipline which supports security products or systems through their life cycle. Security Systems integration and design services may include, but are not limited to those associated with the design, test, production, fielding, sustainment, improvement of cost effective security and/or protection systems including the eventual disposal or salvage of these systems. Services may include studies and analysis such as - risk assessment, threat evaluation, and assessment (including resultant deliverables). Contractors may provide security or protection expertise in the pre-production or design phase of security or protection systems to ensure that the system can be supported through its life-cycle and that the infrastructure elements necessary for operational support are identified and acquired. These services may continue through the life cycle of the system or product and may include guidance, assistance and/or operational support. This includes all necessary security management elements.

**Sales:** \$14,063,420**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** R408

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
541330	Engineering Services	\$14 million

**246 60 2 --- Security Management and Support Services - SUBJECT TO COOPERATIVE PURCHASING**

Services providing the best practices, technologies and methodologies to plan, design, manage, operate and maintain secure and protected systems, equipment, facilities and infrastructures. Agency orders may include complete turnkey operations, maintenance and support services, or components thereof as needed to ensure secure and protected systems involving personnel security, physical access, and information security, and reduce life cycle costs. Contractor personnel carrying out these activities, to include management and operating staffs, are not involved with or responsible for the core business of the customer agency placing the order.

**Sales:** \$15,356,490

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** R414

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
561621	Security Systems Services (except Locksmiths)	\$19 million

**246 60 3 --- Security System Life Cycle Support - SUBJECT TO COOPERATIVE PURCHASING**

Services providing for design, coding, integration, testing, deploying, repair and maintenance of integrated security systems, and training across all platforms, enterprise wide, for the complete life cycle of the system.

**Sales:** \$3,712,036

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** R423

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
541512	Computer Systems Design Services	\$25.5 million

**246 60 4 --- Total Solution Support Products - SUBJECT TO COOPERATIVE PURCHASING**

Products delivered in direct support of services provided under the other SINs. These products could include training manuals, CD-ROMs, overhead slides, security and simulation software and hardware, etc. utilized in performing a task.

**Sales:** \$304,221

**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** R408**Maximum Order :** \$150,000**NAICS**

Number	Description	Business Size
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

**246 99 --- Introduction of New Products/Services relating to Alarm and Signal Systems/Facility - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$80,128,068**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6350**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500 employees

**246 1000 --- Security, Alarm & Signal Systems**

Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings 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.

NOTE: SIN 246-1000 includes services that have been previously offered under 246-50. OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH PRODUCTS/SERVICES OFFERED UNDER ANOTHER '246' SIN.

**Sales:** \$37,300,077**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6350**Maximum Order :** \$150,000**NAICS**

Number	Description	Business Size
332618	Other Fabricated Wire Product Manufacturing	500 employees
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
334118	Computer Terminal and Other Computer Peripheral Equipment	1000 employees

	Manufacturing	
334290	Other Communications Equipment Manufacturing	750 employees
541330	Engineering Services	\$14 million
541512	Computer Systems Design Services	\$25.5 million
561210	Facilities Support Services	\$35.5 million
561621	Security Systems Services (except Locksmiths)	\$19 million

**Group Name: Attachment 4 - Special Purpose Clothing (FSC 84)**

**633 1 --- Gloves - Industrial, Work and Cold Weather Gloves - SUBJECT TO COOPERATIVE PURCHASING**

(Excludes Disposable Gloves)

**Sales:** \$22,384,317

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8415

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 4 --- Protective Worksuits, Waterproof, Chemical and Electrical Safety. Jackets, Coats and Hoods - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$231,295

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 6 --- A Protective Worksuits, Waterproof, Chemical and Electrical Safety - SUBJECT TO COOPERATIVE PURCHASING**

Bib Overalls, Coveralls, Pants, 2-piece Suits

**Sales:** \$1,181,698

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 6A --- Emergency Response/Hazmat Clothing and Related Products -  
SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$3,376,969

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 15 --- Rainwear. Lightweight Rainwear - SUBJECT TO  
COOPERATIVE PURCHASING**

Including Police Rainwear, Caps, Hats and Covers

**Sales:** \$784,869

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 16 --- Footwear. Men's Over-the-Sock Boots (Work, Uniform, Sport)  
and Women's Over-the-Sock Boots (Work, Uniform, Sport) - SUBJECT  
TO COOPERATIVE PURCHASING**

**Sales:** \$25,444,143

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8430

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
316210	Footwear Manufacturing	1000 employees

**633 18 --- Footwear. Men's or Women's Overshoes, Rubber - SUBJECT TO COOPERATIVE PURCHASING**

(Work Rubbers, Rubber Work and Utility Boots, Hip and Knee Boots, Waders, etc.)

**Sales:** \$359,615**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
316210	Footwear Manufacturing	1000 employees

**633 19 --- Footwear. Men's Safety Toe Shoes or Boots and Women's Safety Toe Shoes or Boots - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$4,821,599**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8430**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
316210	Footwear Manufacturing	1000 employees

**633 21A --- Shipboard/Aircraft Anti-Exposure Immersion Clothing Not Otherwise Covered - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$4,856,987**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 22 --- Extreme Cold Weather Clothing. Coats, Jackets, Vests, Hoods and Hats - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$45,560,626**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 23 --- Extreme Cold Weather Clothing. Overalls, Coveralls, Pants, Insulated - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$11,432,169**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 25 --- Footwear. Boots, Insulated, Waterproof, Extreme Cold Weather - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$1,006,414**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8430**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315210	Cut and Sew Apparel Contractors	500 employees
316210	Footwear Manufacturing	1000 employees

**633 26 --- Special Purpose Work clothes. Disposable Clothing - SUBJECT TO COOPERATIVE PURCHASING**

(excluding Food Preparation Gloves and Clothing)

**Sales:** \$284,404**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 27 --- Special Purpose Work clothes. Coveralls, General Purpose, Detainee Clothing - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$1,233,460**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 30 --- Structural Fire Fighting Clothing. Coat, Turnout; Trousers - SUBJECT TO COOPERATIVE PURCHASING**

Shall meet the requirements of NFPA 1971. Helmets: Shall meet the requirements of NFPA 1972

**Sales:** \$5,145,967**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 30A --- Structural Fire Fighting Clothing. Coat, Turnout, Proximity; Trousers, Proximity; Helmets, Proximity - SUBJECT TO COOPERATIVE PURCHASING**

Shall meet the Requirements of NFPA 1976

**Sales:** \$3,635,752**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees

315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees
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**633 32 --- Structural Fire Fighting Clothing. Boots, Bunker and Hip -  
SUBJECT TO COOPERATIVE PURCHASING**

Shall meet the Requirements of NFPA1971

**Sales:** \$937,715

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
316210	Footwear Manufacturing	1000 employees

**633 33 --- Structural Fire Fighting Clothing. Gloves - SUBJECT TO  
COOPERATIVE PURCHASING**

**Sales:** \$565,788

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 35 --- Structural Fire Fighting Clothing. Protective Hoods - SUBJECT  
TO COOPERATIVE PURCHASING**

**Sales:** \$146,334

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 37 --- Structural Fire Fighting Clothing. Fire Fighter's Station Wear -  
SUBJECT TO COOPERATIVE PURCHASING**

Shall meet the requirements of NFPA 1975

**Sales:** \$672,300**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 38 --- Wildland Fire Fighting Clothing - Personal Protection. Shirts and Pants (BDU's) NFPA 1977 Compliant - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$1,001,940**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 39 --- Wildland Fire Fighting Clothing - Personal Protection. Brush Shirts, Pants, Coats, Jackets, Jumpsuits - NFPA 1977 Compliant. Shirts, Pants, coats, Jumpsuits, coveralls - Flame Resistant. Not NFPA Compliant - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$183,043**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 40 --- Flotation Devices. Personal Flotation Devices, Coast Guard Approved Under 46 CFR 160.064; and Personal Flotation Devices Not Coast Guard Approved - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$2,945,674**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 4220**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 43 --- Wildland Fire Fighting Clothing - Personal Protection. Helmets, Safety, Wildfire - NFPA 1977 Compliant - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$769,921**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees

**633 45 --- Wildland Fire Fighting Clothing - Personal Protection. Helmets, Safety, Electrical Construction (Welder's) - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$942,065**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**633 47 --- Security Wear, EMS Clothing and Related Products - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$1,711,013**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes

**Set Aside:** No  
**FSC/PSC Code :** 8405  
**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 48 --- High Visibility, Reflective Safety Products - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$1,268,417  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 8405  
**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 49 --- Medical/Hospital Clothing - SUBJECT TO COOPERATIVE PURCHASING**

(excludes disposable clothing)

NOTE: Offers are no longer being accepted under this SIN.

**Sales:** \$20,557  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 8405  
**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 50 --- Industrial Work Shirts and Pants - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$850,403  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** Yes  
**Set Aside:** No  
**FSC/PSC Code :** 8405  
**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 51 --- Concealment Clothing, Camouflage Clothing and BDU's - SUBJECT TO COOPERATIVE PURCHASING**

including but not limited to all types/varieties of Concealment, Camouflage and BDUs sold commercially. Also includes accessories to accompany Concealment, Camouflage and BDUs such as insignia. Note: These items are not made to any military specifications but may meet such requirements. End User will determine compliance with required specifications.

**Sales:** \$59,467,981

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315280	Other Cut and Sew Apparel Manufacturing	500 employees
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 52 --- Miscellaneous Footwear Accessories - SUBJECT TO COOPERATIVE PURCHASING**

includes but not limited to insoles, inserts, laces, shoe/boot cleaning products, etc..

**Sales:** \$77,248

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 60 --- Miscellaneous Undergarments for use with Special Purpose Clothing - SUBJECT TO COOPERATIVE PURCHASING**

including but not limited to all types of socks, underwear (boxers, briefs, long-underwear, compression wear, etc.) and all types of T-Shirts, etc.

**Sales:** \$504,976

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315110	Hosiery and Sock Mills	500 employees

315190	Other Apparel Knitting Mills	500 employees
315280	Other Cut and Sew Apparel Manufacturing	500 employees
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 61 --- Special Purpose Clothing not elsewhere covered under this solicitation - SUBJECT TO COOPERATIVE PURCHASING**

includes but is not limited to all types of pants, shirts, jackets, coats, skirts, lab clothing, safety clothing, etc., which is not specifically covered by another SIN in this schedule.

**Sales:** \$1,346,294

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315210	Cut and Sew Apparel Contractors	500 employees
315220	Men's and Boys' Cut and Sew Apparel Manufacturing	500 employees
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing	500 employees
315280	Other Cut and Sew Apparel Manufacturing	500 employees

**633 70 --- Cool/Hot Products - SUBJECT TO COOPERATIVE PURCHASING**

including but not limited to cool/hot vests, shirts, hats, seating components, replacement parts for all products and all other types of products designed to provide cooling or heating via clothing-type products.

**Sales:** \$200,744

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

Number	Description	Business Size
315280	Other Cut and Sew Apparel Manufacturing	500 employees
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**633 99 --- Introduction of New Products/Services relating to Special Purpose Clothing - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$16,266,988

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$50,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
315280	Other Cut and Sew Apparel Manufacturing	500 employees
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
316210	Footwear Manufacturing	1000 employees
316998	All Other Leather Good and Allied Product Manufacturing	500 employees

**633 1000 --- Special Purpose Clothing -**

Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings 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.

NOTE: OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH PRODUCTS/SERVICES OFFERED UNDER ANOTHER '633' SIN.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8415

**Maximum Order :** \$150,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
315280	Other Cut and Sew Apparel Manufacturing	500 employees
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
316210	Footwear Manufacturing	1000 employees
316998	All Other Leather Good and Allied Product Manufacturing	500 employees

**Group Name: Attachment 5 - Law Enforcement & Security Equipment (FSC 84)****426 1A --- Miscellaneous Personal Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Consisting of Belts, Shell Cartridge Cases, Speed Loader Cases, Clip Holders, Handcuff Cases, Gun and Flashlight Holsters, Flashlights (Police, Hand-Held Electric, Penlight, Traffic), Baton Rings, Belt Straps, IN Cases, Tactical Equipment, Duty Gloves, Etc.; composed of leather and other materials. THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION

**Sales:** \$73,585,129

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8465

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
316998	All Other Leather Good and Allied Product Manufacturing	500 employees

**426 1B --- Body Armor - SUBJECT TO COOPERATIVE PURCHASING**

(including canine body armor) and related services

**Sales:** \$26,813,633**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8470**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**426 1C --- Helmets - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$10,581,767**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8415**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**426 1D --- Restraining Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Consisting of Cuffs, Batons, CN, CS and OC Munitions, Other Less-Than-Lethal Munitions, Distraction Devices and Accessories such as Neutralizers and Gas Masks

**Sales:** \$12,291,896**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8465**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**426 1G --- Miscellaneous Non-Personal Law Enforcement Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Including Forced Entry Tools and Vehicle Disabling Equipment

**Sales:** \$8,179,747**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 5120**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
332216	Saw Blade and Handtool Manufacturing	500 employees

**426 2A --- Canine Training and Handling Equipment, Canine Search and Detection - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$64,816,357**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8465**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
316998	All Other Leather Good and Allied Product Manufacturing	500 employees

**426 3A --- Emergency Signal Systems - SUBJECT TO COOPERATIVE PURCHASING**

Consisting of Sirens, Light Bars, Spot and Flood Lights, Beacon Warning Devices, Public Address Speakers and Systems and Control consoles

**Sales:** \$7,039,368**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6350**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

**426 3B --- In-Vehicle Protection and Restraint Systems - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$1,422,629**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No

**FSC/PSC Code :** 2540**Maximum Order :** \$200,000**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
316998	All Other Leather Good and Allied Product Manufacturing	500 employees
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	100 employees

**426 3C ---**

NOTE: Offers are no longer being accepted for this SIN.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 8405**Maximum Order :** \$200,000**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**426 3D --- Police Bicycles**

NOTE: Offers are no longer being accepted under this SIN.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 2340**Maximum Order :** \$200,000**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
336991	Motorcycle, Bicycle and Parts Manufacturing	500 employees

**426 4C --- Night Vision Equipment - SUBJECT TO COOPERATIVE PURCHASING**

to include Camera Equipment used in conjunction with night vision equipment

**Sales:** \$34,214,629**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 5855**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
333314	Optical Instrument and Lens Manufacturing	500 employees

**426 4D --- Alcohol Detection Kits and Devices - SUBJECT TO COOPERATIVE PURCHASING**

Sales: \$356,487

Sales Period: Oct 1, 2011 to Sep 30, 2012

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : 6545

Maximum Order : \$200,000

**NAICS**

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	500 employees

**426 4E --- Bomb Disposal and Hazardous Material Protective and Detective Equipment - SUBJECT TO COOPERATIVE PURCHASING**

Sales: \$34,173,495

Sales Period: Oct 1, 2011 to Sep 30, 2012

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : 3690

Maximum Order : \$200,000

**NAICS**

Number	Description	Business Size
333999	All Other Miscellaneous General Purpose Machinery Manufacturing	500 employees

**426 4F --- Emergency Preparedness and First Responder Equipment, Training and Services - SUBJECT TO COOPERATIVE PURCHASING**

includes but not limited to Continuation of Operations Planning (COOP) services, decontamination kits and showers, mass casualty containment trailers, survival/disaster and rapid deployment kits, hazardous material detection equipment and clothing, and emergency response training.

Sales: \$29,605,092

Sales Period: Oct 1, 2011 to Sep 30, 2012

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : 4230

Maximum Order : \$200,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
541690	Other Scientific and Technical Consulting Services	\$14 million

541990	All Other Professional, Scientific and Technical Services	\$14 million
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**426 4G --- Firearms Storage, Securing and Cleaning Equipment; Unloading Stations; Bullet Recovery Systems and Gun Racks - SUBJECT TO COOPERATIVE PURCHASING**

THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION

NOTE: Effective December 10, 2010, firearm lubricants added by modification to current contracts or awarded under new contracts for Special Item Number (SIN) 426-4G, Firearms Storage, Securing and Cleaning Equipment; Unloading Stations; Bullet Recovery Systems and Gun Racks must meet the following Government standards. Executive Order 13514 (<http://www.fedcenter.gov/programs/eo13514/>) requires that 95% of all new contract actions are designated for **green** products and/or services through certification guidelines established by governmental agencies. In order to begin implementation of that order, GSA has designated that one SIN on Schedule 84 will require **green** certification. For SIN 426-4G (Attachment 5), firearm lubricants must be certified as Biopreferred by obtaining certification from the U. S. Department of Agriculture at [www.biopreferred.gov](http://www.biopreferred.gov). The offeror must make an affirmative statement that the products offered are compliant with the applicable standard and the products are listed on the USDA website. If not listed, the Contracting Officer reserves the right to ask for copies of the certification.

**Sales:** \$15,263,606

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 7125

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337215	Showcase, Partition, Shelving, and Locker Manufacturing	500 employees

**426 4J --- Target Systems/Target Range Accessories - SUBJECT TO COOPERATIVE PURCHASING**

to Include Shatter Resistant Protective Lenses and Shooters Gloves. THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION

**Sales:** \$11,276,368

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6920

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
339920	Sporting and Athletic Goods Manufacturing	500 employees

**426 4K --- Metal and Bomb Detection Equipment: - SUBJECT TO COOPERATIVE PURCHASING**

Includes Airport Security, and related services.

**Sales:** \$76,188,636

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 6665

**Maximum Order :** \$850,000

**NAICS**

Number	Description	Business Size
334519	Other Measuring and Controlling Device Manufacturing	500 employees

**426 4L --- Fingerprinting/Palmprinting (Taking and Detection) and Evidential Casting Materials - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$406,587

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 7520

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
339999	All Other Miscellaneous Manufacturing	500 employees

**426 4M --- Drug Testing Equipment and Kits - SUBJECT TO COOPERATIVE PURCHASING**

to include related services.

**Sales:** \$3,410,803

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
325412	Pharmaceutical Preparation Manufacturing	750 employees

**426 4N --- Criminal Investigative Equipment and Supplies - SUBJECT TO COOPERATIVE PURCHASING**

consisting of: Forensic Investigative Equipment (Tissue Detection and Location); Questioned Document Exam. Supplies/Kits: Chemical Analysis Test Kits for Testing Blood Stains, Gun Powder Residue and Seminal Fluid Stains; Electronic Countermeasure Equipment; Invisible Detection Materials (Theft Detection); Evidence Collection Containers, etc.

**Sales:** \$2,046,837**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6630**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
325412	Pharmaceutical Preparation Manufacturing	750 employees

**426 4Q --- Vehicle Monitor (Tracking) Systems - SUBJECT TO COOPERATIVE PURCHASING****Sales:** \$5,426,344**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6675**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	750 employees

**426 4R --- Radiation/Nuclear Material Detection Equipment**

Includes devices used by Law Enforcement or Security forces to detect, monitor and analyze radiological and nuclear contamination. Equipment used for laboratory and/or industrial hygiene application are excluded (See Schedule 66). Services related to the collection, transportation and disposal of radioactive/nuclear material are excluded from this SIN.

NOTE: SIN 426-4R is SUBJECT TO COOPERATIVE PURCHASING.

**Sales:** \$4,972,559**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** Yes**Set Aside:** No**FSC/PSC Code :** 6640**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
334519	Other Measuring and Controlling Device Manufacturing	500 employees

**426 4S --- Closed Circuit Surveillance Systems - SUBJECT TO COOPERATIVE PURCHASING**

Includes CCTV, Vehicular Video, Mirrors and Binoculars, Observation Towers, Covert Systems and related services.

**Sales:** \$49,735,139

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 5820

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees

**426 5A --- Aircraft Armoring and Related Services - SUBJECT TO COOPERATIVE PURCHASING**

**Sales:** \$909,158

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 2540

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
336413	Other Aircraft Part and Auxiliary Equipment Manufacturing	1000 employees

**426 5B --- Armored Vehicles, Vehicle Armoring Services, Wheeled Vehicles - SUBJECT TO COOPERATIVE PURCHASING**

(excluding patrol cars) used strictly for Law Enforcement or Security purposes and other miscellaneous armoring products and services. Includes all types of armored vehicles (excludes Mobile Command Centers). Also includes armoring done on any other type vehicle or structure including, but not limited to boats, temporary jail cells, mobile jail cells (in vehicles) and all services required to provide armored products. Does not include rental or leasing of armored vehicles at this time.

**Sales:** \$40,417,275

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 2540

**Maximum Order :** \$850,000

**NAICS**

Number	Description	Business Size
336992	Military Armored Vehicle, Tank and Tank Component Manufacturing	1000 employees

**426 6 --- Law Enforcement and Security Training - SUBJECT TO COOPERATIVE PURCHASING**

including but not limited to all types of range safety and operations training, all types of high performance and defensive/offensive driving training, all types of weapons training, force protection training, surveillance and surveillance detection training, maritime security training, all types of close quarters defense (CQD) training, special response team training,

chemical/biological and weapons of mass destruction (WMD) detection training, terrorism awareness training, survival training, explosive ordnance detonation (EOD) training, and tactical training in realistic physical environments. Also includes all types of products required to support the training.

**Sales:** \$10,769,894

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** R414

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
611699	All Other Miscellaneous Schools and Instruction	\$10 million

**426 7 --- Professional Law Enforcement Services - SUBJECT TO COOPERATIVE PURCHASING**

including but not limited to all types of professional services provided in conjunction with law enforcement such as fingerprinting services, handwriting analysis, breath analysis, ballistic analysis, and forensic artists services (sketch artist).

**Sales:** \$11,867,776

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** R414

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
541990	All Other Professional, Scientific and Technical Services	\$14 million

**426 99 --- Introduction of New Services/Products related to Law Enforcement and Security Equipment - SUBJECT TO COOPERATIVE PURCHASING**

THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION

**Sales:** \$11,864,520

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8405

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees

**426 1000 --- Law Enforcement -**

Ancillary Supplies and/or Services - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These

supplies and/or services are necessary to compliment a contractor's offerings 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.

NOTE: OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH PRODUCTS/SERVICES OFFERED UNDER ANOTHER '426' SIN.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code :** 8415

**Maximum Order :** \$150,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
315990	Apparel Accessories and Other Apparel Manufacturing	500 employees
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees
334290	Other Communications Equipment Manufacturing	750 employees
334519	Other Measuring and Controlling Device Manufacturing	500 employees
336413	Other Aircraft Part and Auxiliary Equipment Manufacturing	1000 employees
541990	All Other Professional, Scientific and Technical Services	\$14 million

OFFERS ARE NOT BEING ACCEPTED UNDER THE FOLLOWING SINS:

426-3C

426-3D

633-49

## Part II - CONTRACT TERMS AND CONDITIONS

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### Begin Regulation

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#### **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.

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### Begin Regulation

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#### **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](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](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](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](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

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**Begin Regulation**

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**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –  
COMMERCIAL ITEMS (JAN 2013) (ALTERNATE II – JUL 2012)**

- (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)).

[ N/A ] 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 (AUG 2012)	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 2012)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (APR 2012)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (APR 2012)	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 (APR 2012)	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 (JUL 2012)	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 2012)	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:

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	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 (Jul 2012).

(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.]

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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 To Be Negotiated, 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 N/A;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A 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.

Note: Regulation 52.216-19
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For maximum order limits (MOL) see Good/Services section. MOL applies to single orders under a SIN, regardless of whether for a single item or combination of items.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

- (a) Definitions.

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_,\* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

\* The Contractor shall insert the name of the substance(s).

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**Begin Regulation**

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**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

**(ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

<b>Material (If none, insert None)</b>	<b>Identification No.</b>

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

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**Begin Regulation**

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**52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, \*Per task or delivery order\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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**Begin Regulation**

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**52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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**Begin Regulation**

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**52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)  
(DEVIATION I – JULY 2008)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the ordering activity is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the To be determined at the Task Order level [name the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the ordering activity.

(b) If the ordering activity is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the - To be determined at the Task Order level [the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the ordering activity, pursuant to cost-reimbursement contract No. To be determined at the Task Order level. This may be confirmed by contacting To be determined at the Task Order level [Name and address of the contract administration office listed in the contract].

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**Begin Regulation**

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**52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)  
(DEVIATION I - JULY 2008)**

(a) The term “f.o.b. origin, freight prepaid,” as used in this clause, means --

(1) Free of expense to the ordering activity delivered --

(i) On board the indicated type of conveyance of the carrier (or of the ordering activity, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any ordering activity-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the ordering activity's obligation, is prepaid by the contractor to the point specified in the contract.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the ordering activity; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the ordering activity"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding paragraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

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**Begin Regulation**

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**52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION  
(APR 1984)  
(DEVIATION I - JULY 2008)**

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the ordering activity, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

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**Begin Regulation**

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**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT – SMALL  
PACKAGE SHIPMENTS  
(JAN 1991) (DEVIATION I - JULY 2008)**

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The ordering activity will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled “Commercial Bill of Lading Notations.”
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Ordering activity prepaid shipments with the Contractor’s commercial shipments for delivery to one or more consignees and the Ordering activity will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
- (e) Loss and damage claims will be processed by the ordering activity

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**Begin Regulation**

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**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/>.

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
52.202-1	DEFINITIONS (JAN 2012)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	Clause

	(FEB 2012) (DEVIATION I -- FEB 2007)	
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
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.222-6	DAVIS-BACON ACT (JUL 2005)	Clause
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (JUN 2010)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	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 (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (OCT 2010) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	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

52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	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
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
552.211-73	MARKING (FEB 1996)	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
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (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
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	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

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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
Attachment 01 - 260-01 - 260-98 & 260-99 - All other SINS -	365 DARO 30-120 DARO 120 DARO	_____
Attachment 02 - All SINS -	90 DARO	_____

Attachment 03 - All SINS - Attachment 04 - 633-30, 633-30a, 633-99 Attachment 04 - All other SINS -	60 DARO 75 DARO 45-60 DARO	
Attachment 05 - 426-4K - 426-4E, 426-5A & 426-5B Attachment 05 - All other SINS	365 DARO 180 DARO 30-120 DARO	_____

(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.

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**Begin Regulation**

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**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

552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	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
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATION I - SEP 2010)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)	Clause

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**Begin Regulation**

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**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
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)	Clause
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)	Clause
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

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**Begin Regulation**

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**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999) (DEVIATION I -- APR 2007)**

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 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) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) 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.

(d) 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.

(e) The contract modification reflecting the price adjustment shall be made effective upon signature of 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.

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**Begin Regulation**

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**552.216-72 PLACEMENT OF ORDERS (AUG 2010)**

(a) Delivery orders (orders) will be placed by:

Eligible Ordering Activities

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method

of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration  
Office of the Chief Information Officer (OI),  
2100 Crystal Drive,  
Arlington, VA 22202

Telephone: (703) 605-9444

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**Begin Regulation**

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**552.228-5 GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)**

(a) This clause supplements the requirements set forth in FAR clause 52.528-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)**

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

\_\_\_\_\_ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

\_\_\_\_\_ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Product	Standard

There are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program  
 Office of Variance Determination  
 Occupational Safety and Health Administration  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Room N-3653  
 Washington, DC 20210  
 (202) 219-7193

**Begin Regulation**

**C-FSS-425 WORKMANSHIP (OCT 1988)**

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

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**Begin Regulation**

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**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).

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**Begin Regulation**

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**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 of the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at [www.gsa.gov/far51deviation](http://www.gsa.gov/far51deviation).

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**Begin Regulation**

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**D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997)**

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:

- (1) International Maritime Dangerous Goods (IMDG) Code established by the International

Maritime Organization;

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR Parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as "Combustible" and "ORM," shall not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR Part 1910.1200; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.

(b) The test reports showing compliance with packaging requirements shall be made available to GSA contract administration/management representatives upon request.

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**Begin Regulation**

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**D-FSS-456 PACKAGING AND PACKING (APR 1984)**

(a) Packaging. Shall be in accordance with accepted commercial practice.

(b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

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**Begin Regulation**

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**E-FSS-521-D INSPECTION (MAY 2000)**

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

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**Begin Regulation**

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**E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)**

(a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.

(b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a

result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

**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.

<b>GEOGRAPHIC AREA(S)/COUNTRIES/ZONES</b>

**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)**

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	ADDITIONAL CHARGE (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)**

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**F-FSS-772 CARLOAD SHIPMENTS (APR 1984)**

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

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**Begin Regulation**


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**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 \_\_\_\_\_

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)**

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(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.  
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

\_\_\_ Contractor will provide overseas delivery only.  
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

\_\_\_ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (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 of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase 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 an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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!*<sup>®</sup> 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).

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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).

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**Begin Regulation**

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**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](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!*<sup>®</sup>

(1) *GSA Advantage!*<sup>®</sup> will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. *GSA Advantage!*<sup>®</sup> 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!*<sup>®</sup> may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)**

(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!*<sup>®</sup> 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 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!*<sup>®</sup> for further information.

(3) Further details on EDI, ICs, and *GSA Advantage!*<sup>®</sup> 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 Schedule 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)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must 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 Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*<sup>®</sup>, a menu-driven database system. The INTERNET address *GSA Advantage!*<sup>®</sup> is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, 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.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

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**Begin Regulation**

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**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 52.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS  
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

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**Begin Regulation**

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**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) Notwithstanding 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 \*TBD at time of award\* percent (\*TBD at time of award\*%) 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.

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**Begin Regulation**

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**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.)

<b>NAMES &amp; TITLES</b>	<b>TELEPHONE NUMBERS</b>	<b>ELECTRONIC MAIL ADDRESSES</b>

## Part III - VENDOR INSTRUCTIONS

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### Begin Regulation

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#### 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.

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**Begin Regulation**

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**52.209-7 INFORMATION REGARDING RESPONSIBILITY**

**MATTERS (FEB 2012)**

(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 via <https://www.acquisition.gov> (see 52.204-7).

**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.]*

(1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule);

(2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation (48 CFR 515 2); or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

**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

The place of performance is the location where your company's sales records are maintained.

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**Begin Regulation**

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**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a fixed-priced with an economic price adjustment, indefinite delivery, indefinite quantity, contract resulting from this solicitation.

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**Begin Regulation**

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**52.225-18 PLACE OF MANUFACTURE (SEP 2006)**

(a) *Definitions.* As used in this clause—

*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.

(b) 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.

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**Begin Regulation**

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**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  
GSA, Greater Southwest Acquisition Center Attn: Brenda McCall, Contracting Officer  
(7QSAB-B5) 819 Taylor Street, Room 7A37 Fort Worth, TX 76102-6114

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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**Begin Regulation**

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**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
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012)	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
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2012)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF	Provision

SUBCONTRACTING PLANS (MAR 2012)  
552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) Provision  
(DEVIATION FAR 52.252-5)

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**Begin Regulation**

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**552.216-73 ORDERING INFORMATION (AUG 2010)**

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**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.

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**Begin Regulation**

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**A-FSS-2-F (MAY 2000)**

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR:**

(a) FSC GROUP 084 PART N/A SECTION N/A

COMMODITY: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITY MANAGEMENT SYSTEMS, FIRE, RESCUE, SPECIAL PURPOSE CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER REPOSE

FSC CLASS(ES)/PRODUCT CODE(S): N/A

(b) STANDARD INDUSTRY GROUP: N/A

SERVICE: N/A

SERVICE CODE(S): N/A

The contract period for this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

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**Begin Regulation**

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**A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988)**

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: None at the schedule contract level..

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**Begin Regulation**

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**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****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 084 are listed below

<b>SIN #</b>	<b>SIN Title</b>	<b>Total Sales in \$</b>
246 01	Smart Buildings Systems Integrator	\$0
246 20 1	Miscellaneous Alarm and Signal Systems. Process Monitoring/Fault Reporting Devices or Systems - SUBJECT TO COOPERATIVE PURCHASING	\$1,038,142
246 20 2	Miscellaneous Alarm and Signal Systems - SUBJECT TO COOPERATIVE PURCHASING	\$138,663
246 20 3	Miscellaneous Alarm and Signal Systems. Audible/Visual Warning/Signaling Devices - SUBJECT TO COOPERATIVE PURCHASING	\$4,430,843
246 20 4	Miscellaneous Alarm and Signal Systems. Warning System Devices (Patient/Detainees) - SUBJECT TO COOPERATIVE PURCHASING	\$2,096,196
246 23	Anti-Theft Material Alarm Control Systems for Detection of Property - SUBJECT TO COOPERATIVE PURCHASING	\$18,991
246 25	Fire Alarm Systems - SUBJECT TO COOPERATIVE PURCHASING	\$2,687,095
246 35 1	Access Control Systems, Door entry control by card access, magnetic proximity - SUBJECT TO COOPERATIVE PURCHASING	\$16,750,035
246 35 2	Access Control Systems, Door entry control by touch access, dial, digital, keyboard, keypad - SUBJECT TO COOPERATIVE PURCHASING	\$7,907,669
246 35 3	Access Control Systems, Parking Access Control - SUBJECT TO COOPERATIVE PURCHASING	\$82,652
246 35 4	Access Control Systems, Emergency exit door access/alarm systems for security and/or fire safety - SUBJECT TO COOPERATIVE PURCHASING	\$208,120
246 35 5	Access Control Systems - Vehicle Arrest/Security	\$5,760,203

	Barrier/Barricade/Bollard Systems, Decorative Barrier Planters - SUBJECT TO COOPERATIVE PURCHASING	
246 35 6	Other Access Control Systems - SUBJECT TO COOPERATIVE PURCHASING	\$3,212,578
246 36	Locking Devices - SUBJECT TO COOPERATIVE PURCHASING	\$5,881,087
246 40	Intrusion Alarms and Signal Systems - SUBJECT TO COOPERATIVE PURCHASING	\$8,334,397
246 42 1	Facility Management Systems - SUBJECT TO COOPERATIVE PURCHASING	\$37,700,851
246 42 2	Facility Management Systems - SUBJECT TO COOPERATIVE PURCHASING	\$13,926,928
246 42 3	Facility Management Systems - SUBJECT TO COOPERATIVE PURCHASING	\$6,781,446
246 43	Perimeter Security/Detection Systems - SUBJECT TO COOPERATIVE PURCHASING	\$1,204,190
246 51	Installation of Security/Facility Management Systems Requiring Construction - SUBJECT TO COOPERATIVE PURCHASING	\$11,067,704
246 52	Professional Security/Facility Management Services - SUBJECT TO COOPERATIVE PURCHASING	\$253,614,479
246 53	Facility Management and Energy Solutions - SUBJECT TO COOPERATIVE PURCHASING	\$581,807
246 54	Protective Service Occupations - SUBJECT TO COOPERATIVE PURCHASING	\$796,376,696
246 60 1	Security Systems Integration and Design Services - SUBJECT TO COOPERATIVE PURCHASING	\$14,063,420
246 60 2	Security Management and Support Services - SUBJECT TO COOPERATIVE PURCHASING	\$15,356,490
246 60 3	Security System Life Cycle Support - SUBJECT TO COOPERATIVE PURCHASING	\$3,712,036
246 60 4	Total Solution Support Products - SUBJECT TO COOPERATIVE PURCHASING	\$304,221
246 99	Introduction of New Products/Services relating to Alarm and Signal Systems/Facility - SUBJECT TO COOPERATIVE PURCHASING	\$80,128,068
246 1000	Security, Alarm & Signal Systems	\$37,300,077
260 01	Boats, Powered - SUBJECT TO COOPERATIVE PURCHASING	\$100,065,992
260 03	Boats, Nonpowered - SUBJECT TO COOPERATIVE PURCHASING	\$4,233,394
260 06	Boats, Inflatable, Powered and Nonpowered - SUBJECT TO COOPERATIVE PURCHASING	\$8,067,350
260 09	Inboard and Outboard Engines, Marine Diesel Propulsion Engines (Ranging in Horsepower from 150-4,000) - SUBJECT TO COOPERATIVE PURCHASING	\$9,868,674
260 10	Marine Craft Electronics - SUBJECT TO COOPERATIVE PURCHASING	\$612,187

260 11	Marine Craft Trailers and Trailer Accessories/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING	\$729,056
260 12	Floating Marine Barriers and Booms, Floats, Perimeter Floats, and Moorings - SUBJECT TO COOPERATIVE PURCHASING	\$6,868,733
260 13	Marine Craft Modifications, Marine Craft Repair and Marine Craft Spare Parts - SUBJECT TO COOPERATIVE PURCHASING	\$703,505
260 14	Harbor/Waterfront Security Products and Services and Professional Marine Security Services - SUBJECT TO COOPERATIVE PURCHASING	\$1,021,627
260 99	Introduction of New Products and Services Items Directly Related to Marine Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$14,524,787
260 1000	Marine Craft -	\$420,140
426 1A	Miscellaneous Personal Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$73,585,129
426 1B	Body Armor - SUBJECT TO COOPERATIVE PURCHASING	\$26,813,633
426 1C	Helmets - SUBJECT TO COOPERATIVE PURCHASING	\$10,581,767
426 1D	Restraining Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$12,291,896
426 1G	Miscellaneous Non-Personal Law Enforcement Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$8,179,747
426 2A	Canine Training and Handling Equipment, Canine Search and Detection - SUBJECT TO COOPERATIVE PURCHASING	\$64,816,357
426 3A	Emergency Signal Systems - SUBJECT TO COOPERATIVE PURCHASING	\$7,039,368
426 3B	In-Vehicle Protection and Restraint Systems - SUBJECT TO COOPERATIVE PURCHASING	\$1,422,629
426 3C		\$0
426 3D	Police Bicycles	\$0
426 4C	Night Vision Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$34,214,629
426 4D	Alcohol Detection Kits and Devices - SUBJECT TO COOPERATIVE PURCHASING	\$356,487
426 4E	Bomb Disposal and Hazardous Material Protective and Detective Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$34,173,495
426 4F	Emergency Preparedness and First Responder Equipment, Training and Services - SUBJECT TO COOPERATIVE PURCHASING	\$29,605,092
426 4G	Firearms Storage, Securing and Cleaning Equipment; Unloading Stations; Bullet Recovery Systems and Gun Racks - SUBJECT TO COOPERATIVE PURCHASING	\$15,263,606
426 4J	Target Systems/Target Range Accessories - SUBJECT TO COOPERATIVE PURCHASING	\$11,276,368

426 4K	Metal and Bomb Detection Equipment: - SUBJECT TO COOPERATIVE PURCHASING	\$76,188,636
426 4L	Fingerprinting/Palmprioting (Taking and Detection) and Evidential Casting Materials - SUBJECT TO COOPERATIVE PURCHASING	\$406,587
426 4M	Drug Testing Equipment and Kits - SUBJECT TO COOPERATIVE PURCHASING	\$3,410,803
426 4N	Criminal Investigative Equipment and Supplies - SUBJECT TO COOPERATIVE PURCHASING	\$2,046,837
426 4Q	Vehicle Monitor (Tracking) Systems - SUBJECT TO COOPERATIVE PURCHASING	\$5,426,344
426 4R	Radiation/Nuclear Material Detection Equipment	\$4,972,559
426 4S	Closed Circuit Surveillance Systems - SUBJECT TO COOPERATIVE PURCHASING	\$49,735,139
426 5A	Aircraft Armoring and Related Services - SUBJECT TO COOPERATIVE PURCHASING	\$909,158
426 5B	Armored Vehicles, Vehicle Armoring Services, Wheeled Vehicles - SUBJECT TO COOPERATIVE PURCHASING	\$40,417,275
426 6	Law Enforcement and Security Training - SUBJECT TO COOPERATIVE PURCHASING	\$10,769,894
426 7	Professional Law Enforcement Services - SUBJECT TO COOPERATIVE PURCHASING	\$11,867,776
426 99	Introduction of New Services/Products related to Law Enforcement and Security Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$11,864,520
426 1000	Law Enforcement -	\$0
465 8	Flood Control Equipment - Traditional and Alternative Approaches - SUBJECT TO COOPERATIVE PURCHASING	\$1,609
465 9	Medical/ Rescue Kits - SUBJECT TO COOPERATIVE PURCHASING	\$3,199,001
465 10	Emergency Patient Transportation and Immobilization Devices - SUBJECT TO COOPERATIVE PURCHASING	\$3,669,487
465 11	Fire Extinguishing/Suppressing Products, Retardant, Foams and Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$6,182,311
465 17	Firefighting Distress/Signal Devices and Heat Sensing Devices - SUBJECT TO COOPERATIVE PURCHASING	\$1,573,746
465 19	Firefighting and Rescue Tools, Equipment and Accessories - SUBJECT TO COOPERATIVE PURCHASING	\$4,535,454
465 22	Breathing Air Equipment, Inhalator Devices, Respiratory Protection Products, Related Support Items and Solutions - SUBJECT TO COOPERATIVE PURCHASING	\$56,220,828
465 1000	Wildland Firefighters -	\$0
567 4	Helicopter Equipment and Products for Search and Rescue and Firefighting Applications - SUBJECT TO COOPERATIVE PURCHASING	\$13,415,240
567 8	Burning Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$122,626

PURCHASING		
567 15	Hoses, Valves, Fittings, Nozzles, Couplings and Related Accessories. Hoses - SUBJECT TO COOPERATIVE PURCHASING	\$2,409,101
567 99	Introduction of New Products and Services relating to Firefighting and Rescue Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$10,465,278
633 1	Gloves - Industrial, Work and Cold Weather Gloves - SUBJECT TO COOPERATIVE PURCHASING	\$22,384,317
633 4	Protective Worksuits, Waterproof, Chemical and Electrical Safety. Jackets, Coats and Hoods - SUBJECT TO COOPERATIVE PURCHASING	\$231,295
633 6	A Protective Worksuits, Waterproof, Chemical and Electrical Safety - SUBJECT TO COOPERATIVE PURCHASING	\$1,181,698
633 6A	Emergency Response/Hazmat Clothing and Related Products - SUBJECT TO COOPERATIVE PURCHASING	\$3,376,969
633 15	Rainwear. Lightweight Rainwear - SUBJECT TO COOPERATIVE PURCHASING	\$784,869
633 16	Footwear. Men's Over-the-Sock Boots (Work, Uniform, Sport) and Women's Over-the-Sock Boots (Work, Uniform, Sport) - SUBJECT TO COOPERATIVE PURCHASING	\$25,444,143
633 18	Footwear. Men's or Women's Overshoes, Rubber - SUBJECT TO COOPERATIVE PURCHASING	\$359,615
633 19	Footwear. Men's Safety Toe Shoes or Boots and Women's Safety Toe Shoes or Boots - SUBJECT TO COOPERATIVE PURCHASING	\$4,821,599
633 21A	Shipboard/Aircraft Anti-Exposure Immersion Clothing Not Otherwise Covered - SUBJECT TO COOPERATIVE PURCHASING	\$4,856,987
633 22	Extreme Cold Weather Clothing. Coats, Jackets, Vests, Hoods and Hats - SUBJECT TO COOPERATIVE PURCHASING	\$45,560,626
633 23	Extreme Cold Weather Clothing. Overalls, Coveralls, Pants, Insulated - SUBJECT TO COOPERATIVE PURCHASING	\$11,432,169
633 25	Footwear. Boots, Insulated, Waterproof, Extreme Cold Weather - SUBJECT TO COOPERATIVE PURCHASING	\$1,006,414
633 26	Special Purpose Work clothes. Disposable Clothing - SUBJECT TO COOPERATIVE PURCHASING	\$284,404
633 27	Special Purpose Work clothes. Coveralls, General Purpose, Detainee Clothing - SUBJECT TO COOPERATIVE PURCHASING	\$1,233,460
633 30	Structural Fire Fighting Clothing. Coat, Turnout; Trousers - SUBJECT TO COOPERATIVE PURCHASING	\$5,145,967
633 30A	Structural Fire Fighting Clothing. Coat, Turnout, Proximity; Trousers, Proximity; Helmets, Proximity - SUBJECT TO COOPERATIVE PURCHASING	\$3,635,752
633 32	Structural Fire Fighting Clothing. Boots, Bunker and Hip -	\$937,715

	SUBJECT TO COOPERATIVE PURCHASING	
633 33	Structural Fire Fighting Clothing. Gloves - SUBJECT TO COOPERATIVE PURCHASING	\$565,788
633 35	Structural Fire Fighting Clothing. Protective Hoods - SUBJECT TO COOPERATIVE PURCHASING	\$146,334
633 37	Structural Fire Fighting Clothing. Fire Fighter's Station Wear - SUBJECT TO COOPERATIVE PURCHASING	\$672,300
633 38	Wildland Fire Fighting Clothing - Personal Protection. Shirts and Pants (BDU's) NFPA 1977 Compliant - SUBJECT TO COOPERATIVE PURCHASING	\$1,001,940
633 39	Wildland Fire Fighting Clothing - Personal Protection. Brush Shirts, Pants, Coats, Jackets, Jumpsuits - NFPA 1977 Compliant. Shirts, Pants, coats, Jumpsuits, coveralls - Flame Resistant. Not NFPA Compliant - SUBJECT TO COOPERATIVE PURCHASING	\$183,043
633 40	Flotation Devices. Personal Flotation Devices, Coast Guard Approved Under 46 CFR 160.064; and Personal Flotation Devices Not Coast Guard Approved - SUBJECT TO COOPERATIVE PURCHASING	\$2,945,674
633 43	Wildland Fire Fighting Clothing - Personal Protection. Helmets, Safety, Wildfire - NFPA 1977 Compliant - SUBJECT TO COOPERATIVE PURCHASING	\$769,921
633 45	Wildland Fire Fighting Clothing - Personal Protection. Helmets, Safety, Electrical Construction (Welder's) - SUBJECT TO COOPERATIVE PURCHASING	\$942,065
633 47	Security Wear, EMS Clothing and Related Products - SUBJECT TO COOPERATIVE PURCHASING	\$1,711,013
633 48	High Visibility, Reflective Safety Products - SUBJECT TO COOPERATIVE PURCHASING	\$1,268,417
633 49	Medical/Hospital Clothing - SUBJECT TO COOPERATIVE PURCHASING	\$20,557
633 50	Industrial Work Shirts and Pants - SUBJECT TO COOPERATIVE PURCHASING	\$850,403
633 51	Concealment Clothing, Camouflage Clothing and BDU's - SUBJECT TO COOPERATIVE PURCHASING	\$59,467,981
633 52	Miscellaneous Footwear Accessories - SUBJECT TO COOPERATIVE PURCHASING	\$77,248
633 60	Miscellaneous Undergarments for use with Special Purpose Clothing - SUBJECT TO COOPERATIVE PURCHASING	\$504,976
633 61	Special Purpose Clothing not elsewhere covered under this solicitation - SUBJECT TO COOPERATIVE PURCHASING	\$1,346,294
633 70	Cool/Hot Products - SUBJECT TO COOPERATIVE PURCHASING	\$200,744
633 99	Introduction of New Products/Services relating to Special Purpose Clothing - SUBJECT TO COOPERATIVE PURCHASING	\$16,266,988
633 1000	Special Purpose Clothing -	\$0

Note: Regulation B-FSS-96  
See Part I - GOODS AND SERVICES and Attachments 1 THRU 5 for full SIN descriptions.

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**Begin Regulation**

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**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 \*SEE PARAGRAPH (b)(3) ABOVE.\*.

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**Begin Regulation**

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**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).

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**Begin Regulation**

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**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

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### Begin Regulation

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#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also 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) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) 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.

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**Begin Regulation**

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**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.

## Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

IMPORTANT NOTICE: Offeror Representations and Certifications must be completed in the System for Award Management (SAM) database and must be updated as necessary, but at least annually. Visit <http://sam.gov> to access the registration website. Offerors should complete a copy of paragraph (b) of clause 52.212-3 in the SAM record if any representations and certifications for this solicitation differ from those posted in the offeror's ORCA file and upload it as an "Other (optional-offeror defined) document in eOffer.

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### Begin Regulation

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#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (DEC 2012)

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 accessed through <https://www.acquisition.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 electronically 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program 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, 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 for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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:

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(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, Panamanian, 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, Panamanian, 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, Panamanian, 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) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as Necessary)	

(5) *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)(5)(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.]*

Not applicable (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.

Not applicable (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) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* 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;
- (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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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.