

Solicitation Document

Title : **Professional Service Schedule**

Solicitation Number : **FCO00CORP0000C**

Refresh Number : **24**

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COVER PAGE

The Professional Services Schedule (PSS) enables Federal agencies to procure total professional service solutions using a single Multiple Award Schedule. PSS contractors possess expertise related to an array of professional services, including; business consulting & program support services, financial consulting solutions, environmental services, engineering services, advertising and integrated marketing services, logistics support and language services.

PSS Special Item Numbers (SINs) are organized into the following SIN series:

Financial and Business Solutions (previously Schedule 520)

Advertising & Integrated Marketing Solutions (previously Schedule 541)

Language Services (previously Schedule 738 II)

Professional Engineering Services (previously Schedule 871)

Business Consulting & Program Support Services (previously Schedule 874 - MOBIS)

Logistics Services (previously Schedule 874 V - LOGWORLD)

Environmental Services (previously Schedule 899)

PSS contractors can offer information technology related professional services, human resource services, energy management planning & strategies, energy auditing, resource efficiency management (REM) and energy consulting services under complementary PSS SINs when those services are ancillary to the provision of a total professional services solution.

Under no circumstances can the complementary PSS SINs be used on a stand-alone basis.

Offerors interested in providing IT, Human Resource and energy-related services on a stand-alone basis are directed to the following solicitations:

Schedule 03FAC Facilities Maintenance and Management Solicitation # 6FEC-E6-030292-B

Schedule 70 General Purpose Commercial Information Technology Equipment, Software & Services Solicitation # FCIS-JB-980001-B

Schedule 738X Human Resources and Equal Employment Opportunity Services Solicitation # 2FYA-AR-060004-B

NOTICE: The transition to PSS has significantly impacted our offer processing times and has led to a backlog of new offers. Due to the offer backlog, it may take up to 12 months or longer before an offer is evaluated. GSA evaluates offers using a first-in first-out methodology to ensure that all business concerns (small and other than small) have a fair opportunity to receive a timely and thorough offer evaluation. Offers resubmitted following a prior offer rejection will be processed using a first-in first-out methodology based on the date that the current offer was received. To facilitate the timely review of all offers, we highly encourage offerors to ensure that their offer fully complies with solicitation Part IV-Evaluation Factors for Contract Award. All offerors will receive a system generated New Offer Welcome Letter via email with details regarding the processing of their offer.

This solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quantity; Fixed Price with Economic Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. Agency ordering procedures for services and further information on the GSA Multiple Award Schedules program may be found at www.gsa.gov/schedules.

PLEASE NOTE: ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

PLEASE NOTE: GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY

AS EMODS (<http://eoffer.gsa.gov>).

For guidance on utilizing the eOffer and eMod systems and obtaining digital certificates please go to www.eoffer.gsa.gov.

For additional information regarding the Professional Services Schedule, please visit www.gsa.gov/psschedule. A list of PSS contractors is available at the GSA Schedules E-Library website, www.gsaelibrary.gsa.gov.

If you have further questions please contact the National Customer Service Center at 1-800-488-3111 or e-mail ncscustomer.service@gsa.gov.

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. FCO00CORP0000C Refresh 24

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 99 - CONSOLIDATED SCHEDULE PART 00CORP SECTION
MISCELLANEOUS

COMMODITY: MISCELLANEOUS

FSC CLASS(ES)/PRODUCT CODE(S): VARIOUS - REFER TO PART I - GOODS & SERVICES

(b) **STANDARD INDUSTRY GROUP:** VARIOUS - REFER TO PART I - GOODS & SERVICES

SERVICE: VARIOUS - REFER TO PART I - GOODS & SERVICES

SERVICE CODE(S): VARIOUS - REFER TO PART I - GOODS & SERVICES

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

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

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

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

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

Number	Title	Clause/Provision
52.216-22	INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause

C-FSS-411	FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)	Clause
C-FSS-425	WORKMANSHIP (OCT 1988)	Clause
C-FSS-427	ANSI STANDARDS (JUL 1991)	Clause
D-FSS-456	PACKAGING AND PACKING (APR 1984)	Clause
E-FSS-522	INSPECTION AT DESTINATION (MAR 1996)	Clause
I-FSS-546	GUARANTEE (APR 1984)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
552.228-5	GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)	Clause
CI-FSS-151	ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2014)	Clause
52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUN 2014) (ALTERNATE I – JUN 2014)	Clause
SCP-FSS-001	INSTRUCTIONS APPLICABLE TO ALL OFFERORS (MAR 2015)	Provision
52.225-18	PLACE OF MANUFACTURE (MAR 2015)	Provision
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (DEVIATION I -- FEB 2007)	Clause

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

Number	Title	Clause/Provision
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	Clause
552.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II – JUL 2009) (FAR DEVIATION – JUL 2015) (TAILORED)	Clause
552.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (FAR DEVIATION - JUL 2015)	Clause
552.232-78	COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES (JUL 2015)	Clause
SCP-FSS-001-N	INSTRUCTIONS APPLICABLE TO NEW OFFERORS (OCT 2015)	Provision
SCP-FSS-001-S	INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS PROGRAM CONTRACTORS (JAN 2016)	Provision
CI-FSS-151-N	ADDITIONAL EVALUATION FACTORS FOR AWARD TO NEW OFFERORS (OCT 2015)	Clause
CI-FSS-151-S	ADDITIONAL EVALUATION FACTORS FOR AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS (OCT 2015)	Clause

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

Number	Title	Clause/Provision
A-FSS-11	CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)	Provision
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)	Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (OCT 2015)	Provision

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
SCP-FSS-003	SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (FEB 2016)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015)	Provision
52.223-16	ACQUISITION OF EPEAT#--REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)	Clause
52.223-16	ACQUISITION OF EPEAT#---##REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) (ALTERNATE I -- JUN 2014)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (OCT 2015)	Clause
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)	Provision
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) (ALTERNATE II -- OCT 2001)	Clause
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (NOV 2015)	Provision
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2015)	Provision
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2015) (ALTERNATE II -- OCT 2015)	Clause

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
100 01	Introduction of New Services -	\$0
100 03	Ancillary Supplies and/or Services -	\$0

The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in \$
382 6	Ancillary Supplies and/or Services -	\$0
382 99	Introduction of New Services -	\$391,702
541 99	Introduction of New Services -	\$0
871 8	Ancillary Supplies and/or Services -	\$0
874 5	Ancillary Supplies and/or Services -	\$23,136,442
874 99	Introduction of New Services -	\$1,145,986
874 506	Ancillary Supplies and/or Services -	\$311,971
874 599	Introduction of New Service -	\$0
899 10	Ancillary Supplies and/or Services -	\$135,257
899 99	Introduction of New Services -	\$0

C100 01	Introduction of New Services -	\$10,580
C100 03	Ancillary Supplies and/or Services -	\$59,118
C382 1	TRANSLATION SERVICES -	\$0
C382 2	Intpretation Services -	\$0
C382 3	Training and Educational Materials -	\$0
C382 4	Comprehensive Linguistic Analytical Support Services -	\$0
C382 5	Services for the Visual and Hearing Impaired -	\$0
C520 1	Program Financial Advisor -	\$7,249,755
C520 2	Transaction Specialist -	\$0
C520 3	Due Diligence and Support Services -	\$20,523
C520 4	Debt Collection -	\$0
C520 5	Loan Servicing & Asset Management	\$0
C520 6	Professional Legal Services -	\$0
C520 7	Financial & Performance Audits	\$1,047,620
C520 8	Complementary Audit Services -	\$0
C520 9	Recovery Audits	\$0
C520 10	Transportation Audits -	\$0
C520 11	Accounting -	\$6,372,433
C520 12	Budgeting -	\$1,490,631
C520 13	Complementary Financial Management Services -	\$11,577,809
C520 14	Audit & Financial Training Services -	\$0
C520 15	Outsourcing Recurring Commercial Activities for Financial Management Services -	\$2,079,187
C520 16	Business Information Services -	\$0
C520 17	Risk Assessment and Mitigation Services -	\$0
C520 18	Independent Risk Analysis -	\$0
C520 19	Data Breach Analysis -	\$0
C520 20	Comprehensive Protection Solutions -	\$0
C520 21	Program Management Services -	\$5,789,358
C520 22	Grants Management Support Services -	\$0
C541 1	Advertising Services -	\$530,796
C541 2	Public Relations Services -	\$844,355
C541 3	Web Based Marketing Services -	\$689,379
C541 4A	Market Research and Analysis -	\$1,298,581
C541 4B	Video/Film Production -	\$898,500
C541 4C	Exhibit Design and Implementation Services -	\$12,287
C541 4D	Conference, Events and Tradeshow Planning Services -	\$1,157,768
C541 4E	Commercial Photography Services -	\$9,243
C541 4F	Commercial Art and Graphic Design Services -	\$22,455
C541 4G	Challenges and Competition Services -	\$0
C541 5	Integrated Marketing Services -	\$2,218,943
C541 1000	Other Direct Costs (ODCs) are expenses other than labor hours -	\$425,824
C871 1	Strategic Planning for Technology Programs/Activities -	\$25,908,048
C871 2	Concept Development and Requirements Analysis -	\$4,897,366
C871 3	System Design, Engineering and Integration -	\$19,191,859
C871 4	Test and Evaluation Services -	\$21,113,764
C871 5	Integrated Logistics Support Services -	\$4,448,978
C871 6	Acquisition and Life Cycle Management Services -	\$39,240,255
C871 7	Construction Management and Engineering Consulting Services Related to Real Property -	\$13,377,590

C874 1	Integrated Consulting Services -	\$213,446,497
C874 4	Training Services: Instructor Led Training, Web Based Training Web Based Training and Education Courses, Course Development and Test Administration, Learning Management, Internships -	\$5,889,569
C874 6	Acquisition Management Support -	\$25,448,282
C874 7	Integrated Business Program Support Services -	\$77,160,673
C874 8	DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel Training for Acquisition Workforce (GS-1102 and non-GS-1102) -	\$0
C874 9	Off-the-Shelf Training Devices and Training Materials: Print, Electronic, Audio-Visual, Multi-Media, and Simulation Training Devices -	\$852,154
C874 501	Supply and Value Chain Management -	\$71,182,167
C874 503	Distribution and Transportation Logistics Services -	\$718,696
C874 504	Deployment Logistics Services -	\$4,013,839
C874 505	Logistics Training Services -	\$1,382,926
C874 507	Operations & Maintenance Logistics Management and Support Services -	\$2,733,594
C874 597	Ancillary Repair and Alterations -	\$0
C899 1	Environmental Consulting Services -	\$31,820,468
C899 3	Environmental Training Services -	\$1,211,330
C899 5	Materials and Waste Recycling and Disposal Services -	\$723,421
C899 7	Geographic Information Systems (GIS) Services -	\$3,290,774
C899 8	Remediation and Reclamation Services -	\$8,766,725

Begin Regulation

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

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

GENERAL SERVICES ADMINISTRATION

Address: E-Mail Address: ncscustomer.service@gsa.gov

or

Phone 1-800-488-3111.

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

Begin Regulation

SCP-FSS-001-N INSTRUCTIONS APPLICABLE TO NEW OFFERORS (OCT 2015)

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.
- (c) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).
- (d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or the expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.
- (e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.
- (f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-N), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

Solicitation provisions and their applicability are detailed below:

- (1) SCP-FSS-002 *Specific Proposal Submission Instructions for Services* – Applies to all offers that propose services, with the exception of offers under Schedule 70.
- (2) SCP-FSS-003 *Specific Proposal Submission Instructions for Products* – Applies to all offers that propose products, with the exception of offers under Schedule 70.
- (3) SCP-FSS-004 *Specific Proposal Submission Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.
- (4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks.
- (5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore.

Offerors proposing both products and services must comply with the requirements of SCP-FSS-002 and SCP-FSS-003. Offers submitted under Schedule 70 are required to comply with SCP-FSS-004 only, regardless of whether products and/or services are offered.

- (g) The following documents must be submitted by all offerors and are detailed in paragraph (j). See SCP-FSS-002, 003, 004, 005, and 006, as applicable, for additional documents that are required based on specific product and service offerings.

The following documentation requirements are completed directly through the eOffer application:

- (1) *Pathway to Success* training completion verification,
- (2) Active System for Award Management (SAM) registration verification,
- (3) Small Business Subcontracting Plan (if applicable),
- (4) Commercial Sales Practices (CSP) disclosure.

The offeror must complete and upload the following documents to the eOffer application:

- (1) Readiness Assessment for Prospective Offerors,
- (2) Financial Statements,
- (3) Previous FSS program cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,
- (4) Agent Authorization Letter (if applicable),
- (5) Technical Proposal,
- (6) Price Proposal Template,
- (7) Supporting Pricing Documentation,
- (8) Price Narrative,
- (9) Commercial Price List or Market Rate Sheet (if applicable).

(h) **Withdrawal of Offer:** The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The proposal instructions in SCP-FSS-001-N are common to all solicitations. Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and/or “Critical Information” for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

i. A designated Authorized Negotiator who is also a company officer (i.e., President, CEO, CFO, etc.) must complete (or have completed within one year of the date of offer submission) the *Pathway to Success* training. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the *Pathway to Success* training and the date of completion.

ii. The offeror must complete and submit the *Readiness Assessment for Prospective Offerors*. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” The Readiness Assessment must be completed by a company officer (i.e., President, CEO, CFO, etc.) and completed/dated within the past one-year period. This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

iii. The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINs proposed. SAM consolidates the information previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

iv. The offeror must provide the following, as applicable:

- (A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,

(B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,

(C) If a contract was previously awarded under THIS Schedule, and it was subsequently cancelled or allowed to expire due to low sales, a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

- 1) A copy of the cancellation letter or notification of determination not to exercise an option,
- 2) Current Federal sales in excess of \$25,000, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided,
- 3) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 *Contract Sales Criteria*,
- 4) A marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract.

(D) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,

(E) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

v. The offeror must provide financial statements for the previous two-year period (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.103(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 does not meet the aforementioned requirements, and 2.) offerors are NOT to submit tax returns.

vi. The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

Note: GSA's subcontracting goals can be found at the following website:
<http://www.sba.gov/content/smallbusinessgoalng>.

vii. Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

viii. An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award

actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The offeror must address the three technical proposal factors below.

i. Factor One - Corporate Experience: The offeror must submit a narrative description of its corporate experience. This narrative cannot exceed two pages and must address the following:

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed – a minimum of two (2) years of corporate experience is required,

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational and accounting controls,

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of how the offeror intends to market the proposed products/services to Federal clients,

(G) A discussion regarding the intended use of subcontractors.

ii. Factor Two - Past Performance: The offeror must order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(A) Past Performance Evaluations are valid for a period of one year from the date of issuance by ORI. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.

(B) The order form must be completed with a minimum of six (6) customer references submitted. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects involving products/services related to this solicitation and/or those performed under NAICS code(s) applicable to proposed products/services.

(C) The offeror must submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form with its proposal. Failure to submit the completed evaluation and order form will result in rejection of the proposal.

(D) The offeror must address any negative feedback for each of the feedback categories contained in the ORI report, to include actions taken to minimize the problems that resulted in negative feedback.

iii. Factor Three - Quality Control: The offeror is to submit a single narrative for this

factor, regardless of the number of products/services offered. This narrative cannot exceed two (2) pages and must address the following:

- (A) A description of internal review procedures that facilitate high-quality standards,
- (B) Identification of individuals responsible for ensuring quality control,
- (C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,
- (D) How potential problem areas and solutions are handled,
- (E) The procedures for ensuring quality performance when meeting urgent requirements,
- (F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(3) Section III – Price Proposal

i. GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

ii. Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-75 *Price Reductions*.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc., and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.

iv. The offeror must submit a detailed price narrative containing sufficient information for each of the products/services offered to enable the contracting officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any

deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror must also propose a mechanism for future price adjustments, as detailed below:

(A) If pricing proposed in the Price Proposal Template is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If pricing proposed in the Price Proposal Template is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

v. Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they are to be coordinated at the order level.

vi. Complete the Commercial Sales Practices Format (CSP-1) in eOffer in accordance with instructions provided. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, the offeror is required to remove any ETS items from its FSS proposal. This applies only to the following Schedules: 73 - Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; 75 - Office Products/Supplies and Services and New Products/Technology; 51V - Hardware Superstore; and 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov, or contact Mr. Eric Beale at ebeale@abilityone.gov / (703) 603-2119.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) **Frustrated Freight** (applicable only to overseas delivery)

The offeror must maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The offeror must also demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(4) **Full-Product and Broad-Service Offerings**

The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINS.

(5) **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 that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

Begin Regulation

1

**SCP-FSS-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL
FSS PROGRAM CONTRACTORS (JAN 2016)**

(a) Offers can be submitted per the streamlined instructions detailed under this provision provided that the contractor meets ALL of the following criteria (otherwise the offer must be submitted in accordance with SCP-FSS-001-N *Instructions Applicable to New Offerors*):

(1) The contractor has an existing FSS program contract under this Schedule and is submitting a new offer for the same SINS.

(2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.

(3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

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

(c) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.

(d) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).

(e) By submission of an offer, the offeror attests that it understands and agrees to comply with the

requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

(f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-S), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

(1) SCP-FSS-002 *Specific Proposal Instructions for Services* – Applies to all offers that propose services, with the exception of Schedule 70. The offeror must comply with all requirements under this provision with the exception of (d)(2) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(2) SCP-FSS-003 *Specific Proposal Instructions for Products* – Applies to all offers that propose products, with the exception of Schedule 70. The offeror must comply with all requirements under this provision.

(3) SCP-FSS-004 *Specific Proposal Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services. The offeror must comply with all requirements under this provision with the exception of (d) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks. The offeror must comply with all requirements under this provision.

(5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore. The offeror must comply with all requirements under this provision.

Offerors proposing both products and services must comply with the streamlined requirements of SCP-FSS-002 and SCP-FSS-003, as detailed above. Offers submitted under Schedule 70 are required to comply with the streamlined requirements of SCP-FSS-004 only, regardless of whether products and/or services are offered.

(g) The following documentation requirements are completed directly through the eOffer application:

- (1) *Pathway to Success* training completion verification,
- (2) Active System for Award Management (SAM) registration verification,
- (3) Small Business Subcontracting Plan (if applicable),
- (4) Commercial Sales Practices (CSP) disclosure.

The offeror must complete and upload the following documents to the eOffer application:

- (1) Previous FSS cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,
- (2) Agent Authorization Letter (if applicable),
- (3) Technical Proposal,
- (4) Price Proposal Template,
- (5) Supporting Pricing Documentation,
- (6) Price Narrative,
- (7) Commercial Price List or Market Rate Sheet (if applicable).

(h) **Withdrawal of Offer:** The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The streamlined proposal instructions in SCP-FSS-001-S are common to all solicitations. Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and/or “Critical Information” for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

(i.) A designated Authorized Negotiator who is also a company officer (i.e., President, CEO, CFO, etc.) must complete (or have completed within one year of the date of offer submission) the *Pathway to Success* training. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the *Pathway to Success* training and the date of completion.

(ii.) The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINs proposed. SAM consolidates the information previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

(iii.) The offeror must provide the following, as applicable:

(A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,

(B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,

(C) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,

(D) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

(iv.) The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer. Note: GSA's subcontracting goals can be found at the following website: <http://www.sba.gov/content/smallbusinessgoalng>.

(v.) Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

(vi.) An Agent Authorization Letter must be completed and submitted as part of the offer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (*e.g.*, removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The two technical proposal factors are below. The offeror is required to address Quality Control. The submission of data in support of Past Performance is optional.

(i.) Quality Control: The offeror is to submit a single narrative for this factor, regardless of the number of products/services offered. This narrative cannot exceed two (2) pages and must address the following:

(A) A description of internal review procedures that facilitate high-quality standards,

(B) Identification of individuals responsible for ensuring quality control,

(C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,

(D) How potential problem areas and solutions are handled,

(E) The procedures for ensuring quality performance when meeting urgent requirements,

(F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(ii.) Past Performance: The offeror is not required to address this factor, as past performance will be evaluated based on existing information available to the contracting officer. The offeror may submit relevant past performance references if desired but is not required to. If submitting relevant past performance references please include point of contact information for each.

(3) Section III - Price Proposal

(i.) GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

(ii.) Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template MUST be submitted in Microsoft Office Excel format. The proposed pricing structure must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the contractor's best price.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(iii.) Provide supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc., and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.

(iv.) The offeror must submit a detailed price narrative containing sufficient information for each of the products/services offered to enable the contracting officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror must also propose a mechanism for future price adjustments, as detailed below:

(A) If pricing proposed in the Price Proposal Template is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If pricing proposed in the Price Proposal Template is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

(v.) Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they are to be coordinated at the order level.

(vi.) Complete the Commercial Sales Practices Format (CSP-1) in eOffer in accordance with the instructions provided. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, the offeror is required to remove any ETS items from its FSS proposal. This applies only to the following Schedules: 73 - Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; 75 - Office Products/Supplies and Services and New Products/Technology; 51V -Hardware Superstore; and 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov, or contact Mr. Eric Beale at ebeale@abilityone.gov/(703) 603-2119.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) Frustrated Freight (applicable only to overseas delivery)

The offeror must maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The offeror must also demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(4) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. Offers will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINS.

(5) 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 that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

Begin Regulation

SCP-FSS-002 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (FEB 2016)

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) The Offeror must comply with the instructions outlined in either *SCP-FSS-001-N Instructions Applicable to New Offerors* or *SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors*, as applicable.
- (c) The proposal instructions in SCP-FSS-002 are common to all solicitations that include services (except Schedule 70). Some Schedules and SINS have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and “Critical Information” for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.

(d) Offerors proposing services must also comply with the following:

(1) Section I Administrative/Contract Data –

(i) Complete the Summary of Offer document.

(2) Section II Technical Proposal

The Offeror must address a fourth technical factor as described below:

(i) Factor Four – Relevant Project Experience: The Offeror must submit a narrative demonstrating relevant project experience. A narrative is required for each proposed services SIN and must include the following:

(A) A description of two (2) relevant projects, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.

Each project description must also address the following elements:

- 1) Detailed description of SIN-relevant work performed and results achieved
- 2) Methodology, tools, and/or processes utilized in performing the work
- 3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- 4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- 5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- 6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN-relevant work. All examples of completed services must have been deemed acceptable by the customer.

(B) For each project description, the following customer reference information must also be provided (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project
- (4) Point of contact phone number and email
- (5) Project performance period (include months/years)
- (6) Dollar value of the entire project
- (7) Dollar value received for the work performed relevant to the SIN offered
- (8) Brief summary of the project as a whole (background, purpose, etc.)
- (9) A copy of the Statement of Work for the project

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects

of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

Note: Project Experience substitutions are not allowed for Schedule 84 Total Solutions for Law Enforcement, Security, Facility Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.

(3) Section III Price Proposal:

(i) Offeror must address additional pricing requirements as described below: The Offeror has the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation.

1. For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the Offeror's standard commercial practice to substitute experience for education, explain the methodology in use (*e.g.*, five years experience equates to a BA/BS degree). Once the contract is awarded, these descriptions will become part of the Authorized Federal Supply Schedule Price List. It is the responsibility of the offeror to post the approved descriptions to GSA *Advantage!*®.

2. Proposed prices must represent fully-burdened rates inclusive of all cost factors (*e.g.*, direct labor, indirect labor, G&A, profit, and IFF).

(ii) The Offeror must submit a Professional Compensation Plan in accordance with clause 52.222-46 *Evaluation of Compensation for Professional Employees*. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient.

(iii) The Offeror must submit a copy of its policy that addresses uncompensated overtime, in accordance with clause 52.237-10 *Identification of Uncompensated Overtime*.

(iv) Service Contract Act: Applicable to this solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

1. The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this Schedule except for any pricing offered for services outside of the United States. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document, "SCA Index of Wage Determinations." The full-text version of each wage determination can be viewed at www.wdol.gov. Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (*i.e.*, nationwide); the Offeror will be required to comply with applicable SCA wage determination rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct cost analysis to determine that offered prices are fair and reasonable.

2. Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing rate SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. No prevailing rate WD may be incorporated into a task order as the order may then be in conflict with the Schedule contract terms and conditions. However, WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable only to the task order it is incorporated

into and no other orders under that Schedule contract.

3. In the price proposal, indicate which proposed labor categories are subject to the SCA by placing a double asterisk (**) next to the labor category name.

4. The following paragraph is meant to be instructive and NOT to be copied as part of proposed Schedule pricing:

For all the Offeror's identified SCA-eligible labor categories, map them to the SCA-equivalent labor category title (titles/descriptions available at <http://www.wdol.gov> - click on the "library" link, then download the SCA Directory of Occupations, 5th Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

5. There are two possible strategies for determining price adjustments under SCA-eligible labor categories. All price adjustments under SCA-eligible labor categories shall be in accordance with clause 52.222-43.

52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). Price adjustments for SCA-applicable labor categories shall be in accordance with clause 52.222-43 *Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts)*. When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the contracting officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

In addition to clause 52.222-43, one of the following two methods of escalation will be awarded.

Method 1: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969 *Economic Price Adjustment - FSS Multiple Award Schedule*, utilizing any of the methods available in the solicitation under that clause.

OR

Method 2: When the offered prices are based upon a commercial price list, only revisions in the commercial price list will enable the contractor to revise Schedule contract prices. Schedule contract price increases will be allowed only in accordance with clause 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*.

Regardless of the method used, the contractor must ensure that within 30 calendar days after the effective date of any contract modification to revise pricing based on changes in the applicable wage determination(s), the contractor's electronic catalog is updated on GSA *Advantage!*®.

Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

6. Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

7. Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide). "

Note: Regulation SCP-FSS-002

Offerors are encouraged to use the "Proposal Template" which is provided as an optional document, a resource to an offeror, focused on clarifying solicitation requirements commonly resulting in offer deficiencies. The purpose of this proposal template is to help offerors to better understand the solicitation requirements and submit higher quality offers that are responsive to the following provisions, SCP-FSS-001N/S and SCP-FSS-002. The proposal template is not mandatory to use, but contains the major mandatory elements required in the proposal instructions outlined in provisions SCP-FSS-001N/S and SCP-FSS-002.

Begin Regulation

SCP-FSS-003 SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (FEB 2016)

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) The Offeror must comply with the instructions outlined in either SCP-FSS-001-N *Instructions Applicable to New Offerors* or SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors*, as applicable.
- (c) The proposal instructions in SCP-FSS-003 are common to all solicitations that include products (except Schedule 70). Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments "Read Me First" and "Critical Information" for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.
- (d) Offerors proposing products must also comply with the following:

(1) Section I Administrative/Contract Data

- (i) Complete the Summary of Offer document.
- (ii) All proposed products must comply with the Trade Agreements Act (TAA). It is the responsibility of the Offeror to determine TAA compliance. When an item consists of components from various countries and the components are assembled in an additional

country, the test to determine country of origin is “substantial transformation” (reference FAR 25.001(c)(2)). Offerors can go to The Office of Regulations and Rulings within U.S. Customs and Border Protection (CBP), which is the Federal agency responsible for making substantial transformation determinations, reference 19 CFR 177.23. CBP’s determinations or opinions are based upon tariff laws. The Offeror may also request an opinion from a third-party expert or make the determination itself. The Internet address for CBP is: <http://www.cbp.gov/>. The Offeror should keep this requirement in mind when completing the TAA certification section of its SAM registration. When evaluating offers, the contracting officer will rely solely on the representations and certifications of the Offeror and will not make substantial transformation determinations.

(iii) If the Offeror is not the manufacturer of the product(s) being proposed, an acceptable Letter of Commitment/Supply must be provided. See clause I-FSS-644 *Dealers and Suppliers in the Basic Solicitation* and the letter requirements. Failure to provide acceptable Letters of Commitment/Supply may result in rejection of the offer. See Letter of Supply Template for required language.

(2) **Section II Technical Proposal** – No additional requirements.

(3) **Section III Price Proposal** – No additional requirements.

Begin Regulation

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JAN 2016)

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 \$700,000 (\$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

Part I - GOODS & SERVICES

Overview

Under the GSA Multiple Award Schedules (MAS) Program, GSA establishes long-term government-wide contracts with commercial firms to provide access to a wide array of commercial services and products. Agencies can order directly from GSA Schedule contractors, using the GSA Advantage! on-line shopping system or eBuy, GSAs electronic Request for Quote (RFQ) tool.

Recognizing that the Government is operating in an environment of declining budgets and increasing demands on the acquisition workforce, GSA has worked to improve its professional services Schedule offerings. A key initiative in this area has been the consolidation of eight (8) separate professional services Schedules into a single Professional Services Schedule (PSS).

GSA anticipates that administering and managing a single Schedule for Professional Services will significantly benefit Schedule users and industry partners by improving contract usability, reducing scope overlap between individual Schedules and facilitating the procurement of total professional service solutions under one contract vehicle.

Purpose

The Professional Services Schedule (PSS) enables Federal agencies to procure a wide variety of professional services using a single Schedule.

All work shall be performed in accordance with the most current edition of all applicable laws, regulations, Executive Orders, OMB bulletins or circulars, professional standards, etc. It is the responsibility of the contractor to properly identify and comply with all applicable requirements and standards as the specific circumstances may warrant.

Scope of Services

PSS Schedule contractors possess expertise related to an array of professional services, including; business consulting & program support services, financial consulting solutions, environmental services, engineering services, advertising and integrated marketing services, logistics support and language services.

PSS Special Item Numbers (SINs) are organized into the following SIN series:

Financial and Business Solutions (previously Schedule 520)

Advertising & Integrated Marketing Solutions (previously Schedule 541)

Language Services (previously Schedule 738 II)

Professional Engineering Services (previously Schedule 871)

Business Consulting & Program Support Services (previously Schedule 874 - MOBIS)

Logistics Services (previously Schedule 874 V - LOGWORLD)

Environmental Services (previously Schedule 899)

PSS Schedule contractors can offer information technology related professional services, human resource services, energy management planning & strategies, energy auditing, resource efficiency management (REM) and energy consulting services under complementary PSS SINs when those services are ancillary to the provision of a total professional services solution. Under no circumstances can the complementary PSS SINs be

used on a stand-alone basis.

PSS Schedule contracts inclusive of complementary SINs are held to the same scope descriptions as outlined in the single Schedule solicitations identified below:

03FAC - Facilities Maintenance and Management Solicitation # 6FEC-E6-030292-B, Document 2, Part I - Goods and Services, specifically SINs 871 202, 871 207, 871 208 and 871 211.

70 - General Purpose Commercial Information Technology Equipment, Software and Services Solicitation # FCIS-JB-980001-B, Document 2, Part I - Goods and Services, specifically SIN 132 51.

738X - Human Resources and Equal Employment Opportunity Services Solicitation # 2FYA-AR-060004-B, Document 2, Part I - Goods and Services, specifically, SIN 595 21.

For more information on a particular SIN series such as purpose, scope of services, special instructions and/or advisories, please refer to the solicitation attachment entitled, Part I Goods & Services Addendum.

SOLICITATION NOTICES:

NOTICE 1: The transition to PSS has significantly impacted our offer processing times and has led to a backlog of new offers. Due to the offer backlog, it may take up to 12 months or longer before an offer is evaluated. GSA evaluates offers using a first-in first-out methodology to ensure that all business concerns (small and other than small) have a fair opportunity to receive a timely and thorough offer evaluation. Offers resubmitted following a prior offer rejection will be processed using a first-in first-out methodology based on the date that the current offer was received. To facilitate the timely review of all offers, we highly encourage offerors to ensure that their offer fully complies with solicitation Part IV-Evaluation Factors for Contract Award. All offerors will receive a system generated New Offer Welcome Letter via email with details regarding the processing of their offer.

NOTICE 2: The contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State, and Municipal laws. The contractor shall ensure that its staff maintains any generally required professional certification, accreditation, and proficiency relative to their area of expertise. The contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.

NOTICE 3: The contractor shall be responsible for furnishing all items used in performing the Task Order unless otherwise specified or approved by the Contracting Officer. The contractor will act independently and not as an agent of the Government. The contractor shall furnish all services, experienced personnel, materials, equipment, and/or facilities in accordance with the specific requirements outlined in the Task Order issued by the individual agency. The contractor shall initiate work only when directed by a Task Order and which has been signed by a Contracting Officer from the ordering agency. Upon termination or completion of all work under the Task Order, the contractor shall comply with the agency's requirements for disposal.

NOTICE 4: Contractor Team Arrangements: Contractor Team Arrangements are encouraged under the Federal Supply Schedules Program, for additional information see our website at www.gsa.gov/ctas.

NOTICE 5: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

NOTICE 6: Architect-Engineering (A/E) Services as that term is defined in FAR 36.601-4 are excluded from the Schedules Program. If the agency statement of work, substantially or to a dominant extent, specifies performance or approval by a registered licensed architect or engineer for services related to real property, the Brooks Act applies and such services must be procured in accordance with FAR Part 36. Use of this schedule for Brooks Act architectural or engineering services is not authorized.

NOTICE 7: Offerors are directed to FAR 9.5 Organizational and Consultant Conflict of Interest and Clause

C-FSS-370, Contractor Tasks/Special Requirements. The Contracting Officer has determined that potential conflicts of interest may occur during performance of the resultant contract. These include circumstances involving (1) systems engineering and technical direction, (2) preparation of specifications or work statements, (3) providing evaluation services, and (4) obtaining access to proprietary data or information. Ordering Officers may impose organizational conflict of interest provisions and/or clauses as they determine appropriate based upon the individual situation.

NOTICE 8: Inherently Governmental services as identified in FAR 7.503 or by the ordering agency are prohibited under the Professional Services Schedule. It is the responsibility of the Contracting Officer placing the order to make this determination. Ordering activities must require prospective contractors to identify potential conflicts of interest and address those, prior to task order award.

NOTICE 9: This Solicitation does not allow for a Share-In-Savings-Contracting

NOTICE 10: Mass production or manufacturing of standardized products on production or assembly lines is not being solicited under this solicitation.

NOTICE 11: Overseas Differential Pay

The purpose of this provision is to describe how overseas differential pay will be handled on any task orders issued pursuant to Federal Supply Schedule contracts for services. Definition: Overseas differential pay includes many types of allowances, including Post (Cost of Living) Allowance, Post (Hardship) Differential, Living Quarter Allowance, Education Allowance, Foreign Per Diem, and Danger Pay Allowance. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions.

The Department of State's Standardized Regulations (DSSR) provides the regulations governing allowances, differentials (i.e. Hardship Post and/or Danger Pay) and definitions for all designated areas for all U.S. Government civilian employees. The DSSR provides for additional compensation for service in foreign locations where conditions of environment differ so substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive. For U.S. Government civilian employees, hired in the United States, these are cumulative with a maximum of 35 percent each over the basic pay. (The cumulative maximum differential is 70 percent over basic pay, for an overall compensation of 170 percent of base pay.)

Applicability to contract performance: In order to facilitate contractor performance in areas where these differentials may be appropriate, this provision allows the use of the State Department regulations and allowances as a basis for establishing differential labor rates on task orders. Information on current rates is available at the U.S. Department of State, Office of Allowances web site (http://aoprals.state.gov/Web920/default.asp?menu_id=95). If payment of a differential is determined appropriate by the task order contracting officer, that contracting officer may utilize any method to determine the labor rate (or additional price if pricing is based on other than labor rates) actually paid to the contractor. However, in no event shall the total price paid exceed the Schedule contract price plus the State Department compensation rate applicable to the locality in question.

Example: A task order is contemplated with performance in Kabul, Afghanistan. As of the date of the contractors quotation, the State Department allowance for this location is 70%. The contract rate for the labor category in question is \$100.00 per hour. Therefore, the maximum allowable differential rate for that labor category would be \$170.00 per hour.

Notice of the Federal Procurement Law Affecting All Electronic and Information Technology developed, procured, maintained, or used by the Federal Government (Section 508)

NOTICE 12: Section 508 Compliance

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

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information

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

Section 508 Standards Applicable to this Effort:

The Section 508 standards in 36 CFR 1194 are incorporated into and made part of all task/delivery orders awarded under a GSA Schedule to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. Offerors providing EIT shall fully address all standards identified as applicable in each individual task/delivery order and are encouraged to maintain and provide a link to a designated area on their website that provides Section 508 and accessibility information for their EIT-related products and services. Compliance with the applicable Section 508 standards is a material requirement of this solicitation.

NOTICE 13: CI-FSS-053 Indemnification & Liability

For disposal, recycling or salvage services performed under SINs cited in this solicitation, it is understood that the General Services Administration (GSA) does not become owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation, reclamation, recycling, and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent resulting from the fault, negligence, or wrongful act omission of the contractor, its agents, or employees. EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring remediation, reclamation, recycling and/or disposal services for property it owns and/or for which it has legal jurisdiction.

NOTICE 14: Special Instructions for Paying IFF on Payments/Offsets to the Government

(a) Paying or offsetting charges to Government Agencies for Recoverable Materials:

(1) The Contractor will be responsible for payment of the Industrial Funding Fee (reference clause 552.238-74) on the total value of the payment/offset for charges to a government agency for recoverable items (i.e., a contractor recycling operation recovers precious metals and either pays the Government or offsets task order charges to the Government by the value of the recovered material). As all sales made under the Schedule include the Industrial Funding Fee, so shall all payments/offsets to the Government be inclusive of the Industrial Funding Fee. The total value of the Sale, in terms of reporting sales to GSA IAW 552.238-74, shall include the amount of offsets or payments resulting from task orders issued against this Schedule.

(b) Examples:

(1) Example 1 (offset for charges): A task order for recycling computers is issued for \$5,000 with a provision for the Contractor to offset charges by the value of the recovered precious metals from recycling those computers. If \$100 of precious metals were recovered, the Government would pay the Contractor \$4,900 for the task. In this example, the Contractor would pay the Industrial Funding Fee on \$5,000, even though the sale appears to be only \$4,900.

(2) Example 2 (payment to the Government): A task order is issued for the Contractor to retrieve scrap metals worth \$5,000 in the recycling market. The Contractor would pay the Government \$5,000 for the scrap metal retrieved. In this example, the Contractor would pay the Industrial Funding Fee on \$5,000, even though there would appear to be no sale since the Contractor paid the Government.

(c) No cost contracting: The contractor may choose to provide services required by the task order at no cost to the Government. As consideration, the Contractor shall be entitled to all of the registration, exhibition, sponsorship and/or other fees collected as payment for performance under the task order, provided there is no cost to the Government. Under this arrangement, the Contractor shall be liable for all costs related to the performance of the task order as defined in the task order and the Government's liability for payment of services under this task order is 'zero'. For Industrial Funding Fee (IFF) calculation and Sales Reporting as required by Clause 552.238-74, Industrial Funding Fee and Sales Reporting (Jul 2003), the value of the task order is determined by the amount of the registration, exhibition, sponsorship and/or other fees collected under the

associated task order. The Contractor shall provide an accounting of expenses and revenues, if requested, by the Government Agency issuing the task order.

Under a no cost contracting arrangement, the contractor's profit, if any, shall be derived from the revenue stream created through fees collected, if any. Additionally, should there be any commissions received by the contractor for conference events or trade show planning, etc., the contractor shall be entitled to retain those commissions.

No cost contracting is NOT a stand-alone service and may only be proposed in conjunction with other priced Labor and ODCs.

NOTICE 15: Business Size Determination: The NAICS that represents the preponderance of proposed estimated annual sales in this offer shall be designated as the single NAICS for the contract award, and will determine the size standard of the firm as it relates to the contract award.

EXAMPLE: An offerors total annual company revenue is \$18 million (average annual revenue over the last three years) and it employs 300 people.

If an Offeror is proposing estimated sales of \$150,000 under SIN 874-1, (NAICS 541611, size standard \$15.0 million), \$300,000 under SIN 899-1 (NAICS 541620, size standard \$15.0 million) and \$100,000 under SIN 899-8 (NAICS 562910 Environmental Remediation, size standard 500 employees), the company would be classified as an other than small business as it does not meet the size standard for SIN 899-1 (NAICS 541620), which is the SIN associated with the preponderance of estimated sales. In this example, the firm is an other than small business regardless of the fact that it qualifies as a small business under NAICS 562910 Environmental Remediation. As a result, the offeror is required to submit a small business subcontracting plan.

Group Name: Advertising & Integrated Marketing Solutions (AIMS) (541)

541 1 --- Advertising Services -

Services provided under this SIN will promote public awareness of an agency's mission and initiatives, enable public understanding of complex technical and social issues, disseminate information to industry and consumer advocacy groups and engage in recruitment campaigns. Services include, but are not limited to the following components: advertising objective determination, message decision / creation, media selection, outdoor marketing and media services, broadcast media (radio, TV and public service announcements), direct mail services, media planning, media placement services, advertising evaluation, related activities to advertising services.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$43,686,998

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R701

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541810	Advertising Agencies	\$15 million

541 2 --- Public Relations Services -

Services provided under this SIN include, but are not limited to the following components: providing customized media and public relation services such as the development of media messages and strategies; providing recommendations of media sources for placement of campaigns; preparing media materials such as, background materials, press releases, speeches and presentations and press kits.

Other related services may fall under the following categories: executing media programs, conducting press conferences, scheduling broadcast and/or print interviews, public relations and crisis communications media training, such as, training of agency personnel to deal with media and media responses, media alerts and press clipping services related activities to public relations services.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$28,007,392

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R708

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541820	Public Relations Agencies	\$15 million

541 3 --- Web Based Marketing Services -

Services provided under this SIN include the development of strategies for an agency to provide the maximum use of their Internet capabilities. Services include, but are not limited to the following components: website design and maintenance services, search engine development, e-mail marketing, interactive marketing, web based advertising (including social media outlets), web based training, web casting, video conferencing via the web, section 508 compliance, including captioning services, on-line media management; and related activities to web based marketing services.

Media will be provided in a format that is compatible with the ordering agency's software requirements. Continual website updates and maintenance may also be required.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.

Sales: \$9,277,603

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : D304

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541511	Custom Computer Programming Services	\$27.5 million

541 4A --- Market Research and Analysis -

Services include, but are not limited to the following components: customizing strategic marketing plans, branding initiatives, creating public awareness of products, services, and issues; targeting market identification and analysis, establishing measurable marketing objectives; determining market trends and conditions, identifying and implementing appropriate strategies, conducting focus groups, telemarketing, individual interviews, preparing/distributing surveys, and compiling/analyzing results, establishing call centers (in relation to services provided under this schedule).

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$13,706,829

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R422

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541910	Marketing Research and Public Opinion Polling	\$15 million

541 4B --- Video / Film Production -

Services provided under this SIN include, but are not limited to the following components: writing, directing, shooting, arranging for talent / animation, narration, music and sound effects, duplication, distribution, video scoring; and editing.

Videotape and film production services will be provided to inform the public and Government agencies about the latest products, services, and/or issues in various outputs such as: industry standard formats, CD-ROM, DVD and video streaming development. Filming in studios, on location, live shows or events may also be required.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$10,425,485

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : T006

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
512110	Motion Picture and Video Production	\$32.5 million

541 4C --- Exhibit Design and Implementation Services -

Services provided under this SIN include making all necessary arrangements for exhibits in various venues (museums, malls, tradeshow, etc.) as may be required. Services include, but are not limited to the following components: conceptualizing, designing and producing exhibits and their accompanying materials, providing and/or making recommendations for carpet and padding installation for exhibit property; preview, set-up and dismantling of exhibit property, cleaning, prepping and storing exhibit property for future use, shipping exhibit property to and from designated site(s); and media illumination services.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$1,859,409

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : Y1PB

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541850	Outdoor Advertising	\$15 million

541 4D --- Conference, Events and Tradeshow Planning Services -

Services provided under this SIN include making all necessary arrangements for exhibits in various venues (museums, malls, tradeshow, etc.) as may be required. Services include, but are not limited to the following components: conceptualizing, designing and producing exhibits and their accompanying materials, providing and/or making recommendations for carpet and padding installation for exhibit property; preview, set-up and dismantling of exhibit property, cleaning, prepping and storing exhibit property for future use, shipping exhibit property to and from designated site(s); and media illumination services.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

NOTE: NOTE: Travel services and reimbursement of associated expenses (i.e. air fare, hotel, taxi, etc.) is not within the scope of this schedule and should not be offered. Any travel related expenses are to be handled at the Task Order level in accordance with the Joint Travel Regulation (JTR).

NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.

Sales: \$15,152,800

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561920	Convention and Trade Show Organizers	\$11 million

541 4E --- Commercial Photography Services -

Services provided under this SIN include photography services which may be used for commercial advertisements and/or illustrations that will appear in books, magazines, and/or other forms of media. Services may include, but are not limited to the following components: black and white, color photography, digital photography, aerial photography, architectural photography, still photographs, field and studio photography; and related photography services such as photo editing and high-resolution scans.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$551,811

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : T010

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541922	Commercial Photography	\$7.5 million

541 4F --- Commercial Art and Graphic Design Services -

Services provided under this SIN include commercial art, graphic design, and special effects services that educate the consumer market about product(s) and/or service(s); updating, rewriting, and/or editing materials may also be required. Services include, but are not limited to the following components: developing conceptual design and layouts, providing copywriting and technical writing services, creating sketches, drawings, publication designs, and typographic layouts; and furnishing custom or stock artwork (including electronic artwork).

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

NOTE: Effective July 1, 2013, this SIN was no longer set-aside for small business concerns.

Sales: \$7,054,347

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541430	Graphic Design Services	\$7.5 million

541 4G --- Challenges and Competitions Services -

Services provided under this SIN include marketing and advertising for responses from the public to a challenge / contest / competition by a customer. Services include, but are not limited to the following components: development of challenges / contests / competitions, provide marketing and advertising support, assist in the conduct of the challenge / contest / competition, facilitate events; and support the judging of events.

The challenge / contest / competition may be to identify a solution to a particular problem or to accomplish a particular goal. Prizes or other incentives may be offered by customers to find innovative or cost-effective solutions to improving open government. Solutions may be ideas, design, proofs of concept or finished products. Funding of payment for prizes or other incentives may be reimbursed through SIN C541 1000, Other Direct Cost (ODC).

NOTE: For this SIN ONLY - Two (2) Years of Corporate Experience is waived; however, two (2) technical projects must be submitted for evaluation.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$644,902

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R701

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541613	Marketing Consulting Services	\$15 million

541 5 --- Integrated Marketing Services -

Services provided under this SIN include offering a complete solution that collectively integrates the various services provided separately under the other SINs. Services include, but may not be limited to the following components: creation of comprehensive solutions using strategically targeted marketing plans that include full service execution of media planning and creative multimedia campaigns. Comprehensive solutions include services available separately under SINs: 541 1 Advertising Services, 541 2 Public Relations Services, 541 3 Web Based Marketing Services and 541 4 Specialized Marketing (i.e. SIN 541 4A through SIN 541 4G). Contractors must demonstrate the capabilities to provide services normally associated with an integrated marketing campaign (Market Research, Conference Planning, etc.).

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers. This paragraph does not apply to no cost contracting arrangement(s).

Sales: \$122,116,632

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R701
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541613	Marketing Consulting Services	\$15 million

541 1000 --- Other Direct Costs (ODCs) are expenses other than labor hours -

All ODCs proposed must be directly related to a service being offered under this schedule and can only be purchased in conjunction with the schedule service. Possible ODCs may include such items such as subcontract labor, audio/visual equipment, facility rental, commercial production, media costs, booth space rental, etc.

NOTE: Special Instructions: The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Other Direct Costs shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Other Direct Costs may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offerors will be required to provide additional information to support a determination that their proposed Other Direct Costs are commercially offered in support of one or more SIN(s) under this schedule.

NOTE: Travel and per diem are not considered Other Direct Costs and will be addressed at the Task Order level.

NOTE: Any commissions received for media placement, conference planning, etc. will either (a) be returned to the ordering agency or (b) applied as a credit to the cost of the project, whichever the ordering agency prefers.

Sales: \$82,217,095

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R701

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541810	Advertising Agencies	\$15 million

Group Name: Complementary Services – Special Item Numbers (SINs)

C132 51 --- Information Technology Professional Services SUBJECT TO COOPERATIVE PURCHASING

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

*NOTE This SIN cannot be used as a stand alone SIN. If an agency requires IT professional services as the only service needed, they are directed to Schedule 70.

Sales: \$104,570,977

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541511	Custom Computer Programming Services	\$27.5 million
541512	Computer Systems Design Services	\$27.5 million
541513	Computer Facilities Management Services	\$27.5 million
541519	Other Computer Related Services	\$27.5 million

C595 21 --- HUMAN RESOURCE SERVICES (Excluding EEO Services) -

Human Resource Services may include, but are not limited to, providing support in the functions of planning, recruitment and internal placement, position classification, personnel actions, training, employee relations, outplacement, function review/integration services and worker's compensation.

Note: Planning: Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of planning include but are not limited to: Conduct computer and on-line modeling and analysis of needs and future trends; conduct human resource audits; and provide forecasting techniques through the use of experts, trend projection and other forecasting methods.

Recruitment and Internal Placement: Contractor shall provide extensive support in the field of recruitment and internal placement. Examples of Recruitment and Internal Placement support include but are not limited to: Perform outside recruitment using printed and electronic media, trade schools, job fairs and college visits paying special attention to reaching all segments of the population; manage comprehensive internal recruitment and placement programs which include merit promotion, transfer of function (TOF), reassignment, temporary promotion, detail, realignment, change to lower grade, upward mobility, rotational training assignments, reduction-in-force (RIF), etc; qualifications analysis; manage special recruitment programs such as Senior Executive Service (SES), Outstanding Scholar, Veteran's Readjustment, Disabled, and Student Aid Programs; assessment centers for selection purposes; prepare job vacancy announcements; and provide employment information as appropriate regarding employment opportunities with the Federal government in general and with agency supported activities specifically.

Position Classification: Contractor shall provide services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities. Examples of Classification support include but are not limited to: Review position descriptions for adequacy; implement classification standards; prepare evaluation statements; conducts audits; counsel employees who wish to submit classification appeals; provide advice on position management, organization structure, supervisor / worker ratio and impact of mission/workload changes; and assist in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.

Personnel Actions: Contractor shall provide services in processing a range of Federal personnel actions. Examples of Personnel Actions support include but are not limited to:

Process manually or electronically the Stand Form 50 and related forms and documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR information systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; prepare reports; electronic processing of resumes; provide for custody and maintenance of Official Personnel Files (OPF's); maintain OPF's in a secured area, protected from unauthorized access in accordance with regulatory requirements; forward OPF's to National Records Center; and provide required employment verification.

Training: Contractor shall conduct a full range of services in HR-specific training support. Examples of Training support include but are not limited to: Provide advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing self-improvement training resources; provide assistance in identifying training needs and requirements; coordinate the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encourage participation and accountability from management and employees in the training program(s); counsel management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs; recommend, design, and/or conduct programs in areas related to human resources. Services SHALL NOT include mandatory 1102-Series workforce acquisition training. Off-the-shelf training may be tailored to meet specific agency needs. Interactive, multimedia and distance learning techniques may be utilized.

Employee Relations: Contractor shall offer services covering a range of employee relations services. Examples of Employee Relations support include but are not limited to: Provide comprehensive support in disciplinary actions as they relate to complaints, grievances, and appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits. Thrift Savings Plan, and retirements; provide guidance and assistance in completing necessary processes and documentation; provide guidance and assistance to monitor and assess the value of or to operate compliant receipt systems such as an agency complaint hotline; perform case management; review proposed correspondence for regulatory compliance; service as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and appropriate internal agency activities as required.

Outplacement: Contractor shall perform personnel outplacement services. Examples of Outplacement support include but are not limited to: Provide comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; provide training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude / interest inventories; group and individual counseling; career and job workshops; resumes writing; job search methods; interview and negotiation techniques; stress management; personal financial management and job training; and provide retirement assistance.

Review and Integration Services: *Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed. This includes establishing agency unique requirements and project management throughout the lifecycle of the outsourced function concerning transition, project status, results, and

possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary studies under OMB Circular A-76.

*Integrator: Contractor shall act as program manager to connect / integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.

Workers' Compensation: Contractor shall support management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP). Examples of Workers Compensation support include but are not limited to: Provide complete case management for employees with the aim to reduce lost work hours and workers' compensation costs for the Federal client including technical and managerial assistance; monitor hearing and appeal responses; counsel claimants in filing injury reports and establishing the essential elements of the claim; develop training programs for employees and management; develop return-to-work strategies; and claims revalidation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.

NOTE: Each sub-service category offered under this SIN i.e., Recruitment and Internal placement, Position classification, Personnel actions, Training, Employee relations, Outplacement, Function review / integration services and Worker's compensation must be specifically addressed in Section II Technical Proposal: (1) Factor One Corporate Experience (3) Factor Three Quality Control and (4) Factor Four Relevant Project Experience.

For HR-Specific Training, course description and instructor resumes are required. A copy is required to the Commercial End User Licensing Agreement for a Web Based Services.

*NOTE This SIN cannot be used as a stand alone SIN If an agency requires HR services as the only service needed, they are directed to Schedule 738X.

Sales: \$3,745,400

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R799

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million
541612	Human Resources Consulting Services	\$15 million
561611	Investigation Services	\$20.5 million
611430	Professional and Management Development Training	\$11 million
624190	Other Individual and Family Services	\$11 million

C871 202 --- Energy Management Planning and Strategies -

A four-phase Comprehensive Energy Management Solution consisting of all four phases of an

energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED.

1. Consulting / Auditing / Energy Management Solutions - The strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans and energy management solutions.
2. Concept Development and Requirements Analysis - The analysis of the audit results and outlined requirements to design a detailed energy management project concept.
3. Implementation and Change Management - The implementation and integration of more energy efficient practices and systems and training in using them effectively.
4. Measurement and Verification - The performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.

*NOTE This SIN cannot be used as a stand alone SIN If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.

Sales: \$402,025

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
237130	Power and Communication Line and Related Structures Construction	\$36.5 million
541330	Engineering Services	\$15 million
541350	Building Inspection Services	\$7.5 million
541618	Other Management Consulting Services	\$15 million
541690	Other Scientific and Technical Consulting Services	\$15 million

C871 207 --- Energy Audit Services -

Including, but not limited to, developing, executing, and reporting on audit plans and/or performing energy and water audit services. Energy audits may range from cursory to comprehensive. Including, but not limited to data collection, data analysis, benchmarking with tools such as Energy Star, and written recommendations of suggested upgrades of electrical and mechanical infrastructure, including their impact on energy consumption and pollution can include recommendations for using alternative Energy Sources. Audit services can include computerized control systems using analytical software and a network of electronic devices to assist Federal agencies with achieving energy conservation goals. Energy efficient buildings certification programs such as LEED may be included.

*NOTE This SIN cannot be used as a stand alone SIN If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.

Sales: \$220,248

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$15 million
541350	Building Inspection Services	\$7.5 million
541690	Other Scientific and Technical Consulting Services	\$15 million

C871 208 --- Resource Efficiency Management (REM) -

This service involves the utilization of an on-site Resource Efficiency Manager or advocate to assist federal agencies with sustainability initiatives / improvements. These advocates shall work on-site at federal facilities. REM contracts are typically one year long with an option to renew for two or three years. Services could include, but are not limited to, energy usage assessments, providing recommendations on possible steps to improve energy efficiency, progress tracking on sustainability improvements, reporting, etc. Energy efficient buildings certification programs such as LEED may be included.

*NOTE This SIN cannot be used as a stand alone SIN. If an agency requires energy management services as their only service needed, they are directed to Schedule 03FAC.

Sales: \$1,735,457

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541350	Building Inspection Services	\$7.5 million
541618	Other Management Consulting Services	\$15 million
561210	Facilities Support Services	\$38.5 million
561990	All Other Support Services	\$11 million

C871 211 --- Energy Consulting Services -

Contractors shall provide expert advice, assistance, guidance or counseling on energy related projects or initiatives to assist agencies in adhering to energy legislation and policy such as EPACT 2005, Executive Order 13693. Consulting services covered by this SIN include:

Energy management or strategy

Energy program planning and evaluations

Energy related studies, analyses, benchmarking and reporting such as feasibility studies, vulnerability assessments, and energy security

Assistance in meeting energy efficient building standards such as Leadership in Energy and Environmental Design (LEED), Green Globes and Energy Star.

Advisory services in obtaining alternative financing for energy projects such as Energy Savings Performance Contracts, Power Purchase Agreements or Enhanced Use Leases.

Consulting on carbon emissions trading programs

Consulting on where to obtain renewable energy credits/certificates

Consulting on greenhouse gas measurement and management

Strategic sustainability performance planning

Consulting on obtaining high performance sustainable buildings

The implementation, testing and evaluation of networked energy management systems and services that utilize Internet Protocol - Next Generation (IPv6) enabled systems.

*NOTE This SIN cannot be used as a stand alone SIN If an agency requires energy management services as the only service needed, they are directed to Schedule 03FAC.

Sales: \$0

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million
541618	Other Management Consulting Services	\$15 million
541690	Other Scientific and Technical Consulting Services	\$15 million
561210	Facilities Support Services	\$38.5 million

Group Name: Environmental Services (899)

899 1 --- Environmental Consulting Services -

The services include, but are not limited to consultation in the areas of: Planning and Documentation Services for the development, planning, facilitation, coordination, and documentation of and/or for environmental initiatives (or mandates such as Executive Order 13693 in areas of chemical, radiological, and/or hazardous materials; ISO 14001 Environmental Management System (EMS) and sustainable performance measure development; Environmental Assessment (EA) and Environmental Impact Statement (EIS) preparation under the National Environmental Policy Act (NEPA); Endangered species, wetland, watershed, and other natural resource management plans; Archeological and/or cultural resource management plans; Environmental program and project management; Environmental regulation development; Climate change adaptation and resiliency planning and implementation support, including but not limited to, identifying climate risks and impacts; applying and interpreting climate and impact assessment model outputs; development and/or implementation of solutions to build climate resilience, reduce identified climate risks, and/or provide both climate change mitigation and adaptation benefits; climate decision support, risk management, and vulnerability assessments and analyses; and climate risk communications and training; Economic, technical and/or risk analysis; other environmentally related studies and/or consultations; Homeland Security solutions that include Biochemical protection; Crime prevention through environmental design surveys (CPTED); Economical, technical and/or risk analysis; Identification and mitigation of threats inclusive of protective measures to mitigate the threats; and Vulnerability assessments. Compliance Services such as review, audit, and implementation/management of EMS and other compliance and contingency plans and performance measures; Permitting; Spill prevention/control and countermeasure plans; Pollution prevention surveys; and Community Right to-Know Act reporting. Advisory Services for ongoing advice and assistance with data and information in support of agency environmental programs involving areas such as Hazardous material spills; Material safety data sheets (MSDS), Biological/medical data sheets; Information hotlines; Poison control hotlines; Environmental regulations and environmental policy/procedure updates; Management, furnishing, or inventory of MSDS. Waste Management Consulting Services to provide guidance in support of waste-related data collection, feasibility studies and risk analyses; Resource Conservation and Recovery Act/Comprehensive Environmental Response Compensation and Liability Act

(RCRA/CERCLA) site investigations; Hazardous and/or non-hazardous exposure assessments; Waste characterization and source reduction studies; Review and recommendation of waste tracking or handling systems; Waste management plans and/or surveys; Waste minimization/pollution prevention initiatives; and Review of technologies and processes impacting waste management.

Note: Services involving only the consulting portion of environmental remediation efforts are included under this SIN. Any actual remediation efforts are performed under SIN C899-8.

Sales: \$247,815,667

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : F999

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541620	Environmental Consulting Services	\$15 million

899 3 --- Environmental Training Services -

This SIN is designed to aid agencies in training personnel in a variety of environmentally related subjects in order to meet Federal mandates and Executive Orders. Environmentally related training can be conducted on- or off-site using standard off-the-shelf, customized, or computer/web-based interactive courses. Examples of environmental training courses include: Air/blood borne pathogens; Asbestos awareness; Environmental management planning and operations and maintenance (O&M) planning; Asbestos Hazard Emergency Response Act (AHERA); Compliance with environmental laws/regulations; Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Confined space training; Electronics management; Emergency response plans; Environmental audits, awareness, compliance, and management; Fire preparedness training; First responder; Hazardous materials and waste (HAZMAT) training to include compliance, operation, packaging, handling, generators, and incident response; Hazardous waste operations and emergency response (HAZWOPER) training inclusive of transportation, storage and disposal; ISO 14001 Environmental Management Systems (EMS); Lead training to include awareness, inspecting, assessing, rehabilitation, and renovation; Mold (abatement, assessment); National Environmental Policy Act (NEPA); Natural habitat preservation; Occupational Safety and Health Administration (OSHA); Pollution prevention; Public fire safety education; Resource Conservation and Recovery Act (RCRA); Sustainable environmental practices; Water conservation; and Wetlands regulation and permitting.

Sales: \$10,258,268

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : F999

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541620	Environmental Consulting Services	\$15 million

899 5 --- Materials and Waste Recycling and Disposal Services -

Services include, but are not limited to: Management and oversight of Hazardous Material (HAZMAT) disposal operations, and management, oversight and recycling of universal waste (e.g., electronic equipment, batteries, cell phones, cathode ray tubes (CRTs), and compact fluorescent light bulbs (CFLs)). This includes reuse assessments and inventory, destruction, inventory transfer and/or disposal after compliance with GSA Office of Personal Property Management requirements outlined in Federal Management Regulations 101-42, 102-36, and 102-37 (as applicable). Examples of types of material waste services include, but are not limited to: Solid waste, industrial waste, mining waste, and oilfield waste (e.g., drill cuttings); Liquid waste (e.g., wastewater containing less than 1% solids); Excess inventory; Surplus inventory; Non-hazardous materials that pose no immediate threat to human health and the environment, excluding household waste (e.g., routine refuse collection and disposal); Hazardous materials and/or those that contain leachable toxic components; Plastics such as acrylic, nylon, high-density polyethylene (HDPE) and low-density polyethylene (LDPE); Confiscated materials; and Construction debris such as asphalt, drywall and/or metal. Note: Services offered under this SIN shall NOT include any association with construction services and/or the transportation and/or disposal of Special Waste such as radioactive and medical waste, and/or the disposal of discarded, unwanted material (e.g., office paper, newspaper, food waste, and beverage containers, cardboard and packing materials).

NOTE: Some of the services available are in compliance with Executive Order (EO) 13693. Where applicable, services under this SIN must assist agencies in meeting waste reduction and recycling initiatives as set forth by statutes and Executive Orders.

Sales: \$7,008,749

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : F999

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
562112	Hazardous Waste Collection	\$38.5 million
562920	Materials Recovery Facilities	\$20.5 million

899 7 --- Geographic Information Systems (GIS) Services -

Provides GIS services in support of environmental programs. Services include, but are not limited to: Creation/enforcement of environmental legislation; Cultural resource GIS (CRGIS); Environmental cost assessment; Environmental impact analyses; Environmental regulatory compliance; Groundwater monitoring; Growth forecast modeling; Habitat conservation plans; Habitat modeling; Image analysis support for emergency response; Mapping, Cartography, and Mashups (e.g., combining data from more than one source into a single integrated tool to include aerial mapping); Migration pattern analysis; Natural resource planning; Remote sensing for environmental studies; Terrestrial, marine, and/or atmospheric measuring/management; Vegetation mapping; and Watershed characterization for mitigation planning.

Note: The services offered under this SIN shall NOT include construction and architect-engineering services as set forth in FAR Part 36, including surveying and mapping services as defined under the Brooks Act of 1972 (Public Law 92-582, 40 U.S. 1102 et seq.).

Sales: \$29,087,726

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : F999
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541370	Surveying and Mapping (except Geophysical) Services	\$15 million
541620	Environmental Consulting Services	\$15 million

899 8 --- Remediation and Reclamation Services -

Remediation services include, but are not limited to: Excavation, removal and disposal of hazardous waste; Site preparation, characterization, field investigation, conservation and closures; Wetland restoration; Emergency response clean up (ERC); Underground storage tank/above-ground storage tank (UST/AST) removal; Air monitoring; Soil vapor extraction; Stabilization/solidification, bio-venting, carbon absorption, reactive walls, containment, monitoring and/or reduction of hazardous waste sites, as well as unexploded ordnance removal; Remediation-related laboratory testing (e.g., biological, chemical, physical, pollution and soil testing). Reclamation services include, but are not limited to: Land (e.g., creating new land from sea or riverbeds and/or restoring areas to a more natural state, such as after pollution, desertification, or salination have made it unusable); and Water and refrigerant reclamation.

Note: Services offered under this SIN shall NOT include any remediation / transportation / disposal of radioactive waste, asbestos and/or paint abatement, radon mitigation, construction and architect-engineer services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property). Disposal services performed under SIN must be ancillary to remediation services performed.

Sales: \$33,939,513
Sales Period: Oct 1, 2014 to Sep 30, 2015
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : F999
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	\$15 million
562910	Remediation Services	\$20.5 million

Group Name: Financial and Business Solutions (FABS) (520)**520 1 --- Program Financial Advisor -**

Assist agencies on cross-cutting issues, asset marketability, program development, trust or other monetary fund management / benefit administration, equity monitoring, originations, and addresses any other considerations regarding the acquisition, management and/or resolution of an asset.

Sales: \$38,503,079
Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R704
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
522310	Mortgage and Nonmortgage Loan Brokers	\$7.5 million
523110	Investment Banking and Securities Dealing	\$38.5 million
531210	Offices of Real Estate Agents and Brokers	\$7.5 million

520 2 --- Transaction Specialist -

Assist agencies in all asset resolution related areas including valuation / pricing, portfolio stratification, restructuring and disposition strategies which best meet agency goals. Make specific recommendations as to the best execution. Conduct a sale or other disposition vehicle. Provide marketing expertise, budget and credit reform analyses.

Sales: \$39,265,119
Sales Period: Oct 1, 2014 to Sep 30, 2015
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R704
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
522310	Mortgage and Nonmortgage Loan Brokers	\$7.5 million
523110	Investment Banking and Securities Dealing	\$38.5 million
531210	Offices of Real Estate Agents and Brokers	\$7.5 million

520 3 --- Due Diligence & Support Services -

Assist agencies in the confirmation and validation of specific elements of an agency's portfolio of assets. Collect and organize data from an agency's files or a third party source, create asset inventory database, provide support for asset sales (e.g., asset valuations, investor war room and asset packaging, and closings), develop quality / information controls.

Sales: \$6,157,802
Sales Period: Oct 1, 2014 to Sep 30, 2015
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R710
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

520 4 --- Debt Collection -

Provide collection services and servicing of defaulted loans which may include borrower negotiations, restructuring, and workout agreements.

Sales: \$1,015,268,193**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R705**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
561440	Collection Agencies	\$15 million

520 5 --- Loan Servicing & Asset Management -

Assist agencies in servicing, monitoring and maintaining loan assets which may include establishing loan database, remittance processing, verify and update borrower data, issue forms and correspondence, process loan cancellations and consolidations, billing services, credit bureau reporting, and transfer and discharge loans. Provide servicing of troubled loans which may include borrower negotiations, restructuring, foreclosure and supervision of the sale of the collateral and workout agreements.

Sales: \$81,730,030**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R704**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
522310	Mortgage and Nonmortgage Loan Brokers	\$7.5 million
541611	Administrative Management and General Management Consulting Services	\$15 million

520 6 --- Professional Legal Services -

Assist agencies with the full spectrum of professional legal support required for the resolution, management and/or disposition of assets held by the Federal Government.

Sales: \$1,739,407**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R704**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541110	Offices of Lawyers	\$11 million

520 7 --- Financial & Performance Audits -

Financial-related audits, performance audits, and contract audits in accordance with Generally Accepted Government Auditing Standards (GAGAS) and non-GAGAS. An independent assessment of an audited entity's a) financial statements in conformity with generally accepted accounting principles, b) financial information, adherence to financial compliance

requirements and internal controls, or c) organization or program performance to identify areas for improvement.

Sales: \$334,269,392

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$20.5 million

520 8 --- Complementary Audit Services -

Other services performed by auditors including assist in developing questions for use at hearings, develop methods and approaches in evaluating a new or proposed program and forecast potential program outcomes.

Sales: \$29,049,364

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

520 9 --- Recovery Audits -

Audits performed to recover funds resulting from overpayments, duplicate payments and underpayments. Performed under the authority of Section 354 of the National Defense Authorization Act for FY 96 (Public Law 104-106; 110 Stat. 268; 10 U.S.C. 2461), and Section 388 of the National Defense Authorization Act for FY 98.

Sales: \$33,709,585

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$20.5 million
541219	Other Accounting Services	\$20.5 million

520 10 --- Transportation Audits -

Perform administrative reviews and rate examinations on prepayment and post payment transportation bills to ensure accuracy, completeness, and compliance with established rates,

tariffs, quotations, agreements, tenders or other applicable rate authority.

Sales: \$2,932,429

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$20.5 million
541219	Other Accounting Services	\$20.5 million

520 11 --- Accounting -

Transaction analysis, transaction processing, data analysis and summarization, technical assistance in devising new or revised accounting policies and procedures, classifying accounting transactions, special studies to improve accounting operations.

Sales: \$172,361,679

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R703

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$20.5 million
541219	Other Accounting Services	\$20.5 million

520 12 --- Budgeting -

Assess and improve the budget formulation and execution processes, conduct special reviews to resolve budget formulation or budget execution issues, provide technical assistance to improve budget preparation or execution processes.

Sales: \$14,398,104

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541211	Offices of Certified Public Accountants	\$20.5 million
541219	Other Accounting Services	\$20.5 million
541611	Administrative Management and General Management Consulting Services	\$15 million

520 13 --- Complementary Financial Management Services -

Assess and improve financial management systems, financial reporting and analysis, strategic

financial planning, financial policy formulation and development. Devise and implement performance measures, conduct special cost studies, perform actuarial services, perform economic and regulatory analysis, assist with financial quality assurance efforts, perform benchmarking.

Sales: \$223,869,863

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

520 14 --- Audit & Financial Training Services

(SMALL BUSINESS SET ASIDE) Plan and deliver audit and financial training services including but not limited to course development and instruction required to support audit, review, financial assessment and financial management activities.

Sales: \$868,631

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

520 15 --- Outsourcing Recurring Commercial Activities for Financial Management Services -

Services that an agency identifies as recurring commercial activities which may include billing, payroll processing, application processing, claim processing, grant application management, loan application management, inventory management, and other financial management activities.

Sales: \$25,455,576

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
524292	Third Party Administration of Insurance and Pension Funds	\$32.5 million
541214	Payroll Services	\$20.5 million
541219	Other Accounting Services	\$20.5 million

520 16 --- Business Information Services -

Electronic and non-electronic transmission (excluding voice communication) of Consumer Credit Reports, Address Verification Reports, Skip Location Reports, Public Information, Domestic Business Profile, International Business Profile, Mortgage Reports, Supplemental Credit Reference Reports, Bond Rating, Managed Fund Rating, Institutional Ranking, Data Processing (credit / financial) Credit Scoring, Merged Credit Files, Credit Risk Assessment and Miscellaneous Business Information Services. May provide computer software intended for BIS use and customization of reports.

Sales: \$27,508,651

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561450	Credit Bureaus	\$15 million

520 17 --- Risk Assessment and Mitigation Services -

Include but are not limited to the following: documentation of disclosure responsibilities for PII and PHI type information Deployment of risk assessment and mitigation strategies and techniques Improvement of capabilities through the reduction, identification, and mitigation of risks, detailed risk statements, risk explanations and mitigation recommendations, design and development of new business applications, processes, and procedures in response to risk assessments, ensuring compliance with governance and regulatory requirements, evaluation of threats and vulnerabilities to the protection PII and PHI type of information, training of government personnel on how to prevent data breaches and identity theft, information assurance of PII and PHI type information, vulnerability assessments, privacy impact and policy assessments, review and creation of privacy and safeguarding policies, prioritization of threats, maintenance and demonstration of compliance, evaluation and analysis of internal controls critical to the detection and elimination of weaknesses to the protection of PII and PHI type of information.

Sales: \$9,814,712

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R704

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541990	All Other Professional, Scientific and Technical Services	\$15 million

520 18 --- Independent Risk Analysis -

Independent Risk Analysis includes a review of all information compromised by a data breach for trends and unusual patterns. The circumstances surrounding the breach are investigated to determine whether it appears to be incidental, accidental or targeted. The breached data itself

is analyzed to determine if there is any current evidence of organized misuse. The analysis ultimately provides a determination as to the probability that breached data may be used to harm the individuals whose data has been compromised. The tasks involved in independent risk analysis include but are not limited to the following: monitoring of multiple data elements and sources, metadata analysis, pattern analysis, risk analysis, privacy impact analysis, statistical analysis, data structure development, notification services, probability analysis, that breached data has been used to cause harm, determination of the level of risk for potential misuse of sensitive PII and PHI type of information, certification of findings regarding misuse of compromised data, investigation of circumstances surrounding breach, including digital forensic analysis, collection of evidence regarding data breaches, and development of a risk mitigation plan.

Sales: \$0
Sales Period: Oct 1, 2014 to Sep 30, 2015
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R704
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561611	Investigation Services	\$20.5 million

520 19 --- Data Breach Analysis -

Includes the monitoring and detection of breached identities and PII and PHI type of information across multiple industries in order to detect patterns of misuse related to a specific data loss. The breached files are continuously monitored over a period of weeks, months, or years. It can provide the locations of potential misuse for further law enforcement action, as well as a listing of consumers likely to be fraud victims. The tasks involved include but are not limited to the following: monitoring of multiple non-credit data elements and sources, fraud detection and protection solutions, fraud resolution and assistance for affected individuals, fraud alerts, corrective actions, notification services, identity theft insurance (as allowed by applicable State statutes), Social Security Number monitoring and credit card monitoring.

Sales: \$4,674,289
Sales Period: Oct 1, 2014 to Sep 30, 2015
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R704
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561611	Investigation Services	\$20.5 million

520 20 --- Comprehensive Protection Solutions -

Allows for customized solutions that integrate the services found under SINs 520 16 Business Information Services (Credit Monitoring Services), 520 17 Risk Assessment and Mitigation Services, 520 18 Independent Risk Analysis and 520 19 Data Breach Analysis. This SIN CANNOT be used to fulfill requirements that only fall within the scope of one of the other four SINs. It may only be used to fulfill agency requirements that span across multiple SINs.

Sales: \$334,789**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R704**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541990	All Other Professional, Scientific and Technical Services	\$15 million

520 21 --- Program Management Services -

Encompasses the management of financial and business solutions programs and projects and includes but is not limited to program management, program oversight, project management and program integration of a limited duration. A variety of functions may be utilized to support program integration or project management tasks.

Sales: \$9,614,614**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R704**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

520 22 --- Grants Management Support Services -

Support and assist federal grants management personnel in all phases of the grants management process including but not limited to assessing compliance of grantees business and financial management systems, assisting awarding agencies in ensuring grantees responsible and accountable use of grant funds, assisting with ensuring that grantees performance is in full compliance with grant requirements, assisting government Grants Management Officers, Grant Management Specialists, and other grants management personnel, advising government personnel in managing Grant Financial Management systems, managing the project period of performance schedule, evaluating on-going status reports, final reports, and other deliverable products required under the grant program, and assisting in grant close-out procedures.

Sales: \$5,398,235**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R703**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

Group Name: Language Services (738 II)

382 1 --- TRANSLATION SERVICES -

Services include the translation of written, electronic and multi-media material to and from English and native Foreign languages. Materials include but are not limited to: Business, Legal, Medical, Technical, Documents, Braille, Software, Website localization for Internet and Intranet, Video subtitling, captioning, and Transcriptions for Title III Monitoring. Client consultation and Project management services include translation formatting, proofreading, text adaptation, editing, graphic design, and desktop publishing.

NOTE: Transcription of documents in Braille, and captioning services, are now covered under SIN 382-5, Services for the Visually and Hearing Impaired. Transcription of Title III documents, when part of a Title III monitoring and intercept project, is now covered under SIN 382-4, Comprehensive Linguistic Analytical Support Services.

Sales: \$42,484,208

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R608

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7.5 million

382 2 --- INTERPRETATION SERVICES -

Services include the interpretation of oral communication to and from English and native Foreign Languages. Interpretation includes but is not limited to: Simultaneous, Consecutive, Escort, Community, Telephonic and Voiceovers. Interpreter forums may include meetings, conferences, seminars, litigation, briefings, and training. Client consultation and project management services provided for scheduling, assignment and logistical coordination of linguist support.

NOTE: Interpretation services for linguists with security clearances and that fall within the scope of SIN 382-4 are excluded.

Sales: \$38,657,021

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R608

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7.5 million

382 3 --- TRAINING AND EDUCATIONAL MATERIALS -

Services include customized or standardized off-the-shelf Foreign Language training courses

at on and off site locations in classroom, private, semi-private, tutorial and in-country immersion forums. Instructional training for various language proficiency levels and testing is included. Educational material in publication, software, audio and video formats may be provided.

Sales: \$8,933,526

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R608

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7.5 million

382 4 --- COMPREHENSIVE LINGUISTIC ANALYTICAL SUPPORT SERVICES (CLASS)

Comprehensive Language Services in support of local, national, or global requirements that support the missions of military, law enforcement, homeland and national security organizations among others. Services include but are not limited to: Collecting, translating/interpreting and delivering mission related data; performing data analysis; cultural consulting; role-playing; Title III monitoring and intercepts; interview support, preparing related reports and assessments; forensic processing; screening/gisting; related project/program management and control for linguist screening and recruitment; logistical coordination; site supervision and quality control of all related services. Linguists with security clearances are included in the above mentioned services. Services provided under this SIN must include communication from a source language to a target language.

Sales: \$13,181,899

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R608

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7.5 million

382 5 --- Services for the Visual and Hearing Impaired -

Services under this SIN enhance the accessibility and availability of the spoken and written word by those who are visually and/or hearing impaired. Sign Language Services include ASL/English, Manually Coded English, Pidgin Signed English (PSE), Contact Sign; International Sign Other services include Closed Captioning, Voice-overs, Textbook or Audio Script Translation, Website (HTML) and Online Document Translation with typesetting services, Telephone Services (TDD and TTY), Close-Captioning, Deaf Interpreting, Tactile, and Cued English Transliteration. Braille, Text Adaptation, and Section 508 Compliant Language Services are also provided under this SIN. Products may be offered under this SIN that complement the services outlined to provide a total solution for full accessibility of all forms of communication.

Sales: \$11,633,058**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R608**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541930	Translation and Interpretation Services	\$7.5 million

Group Name: Logistics Worldwide (LOGWORLD) Services (874V)**874 501 --- Supply and Value Chain Management -**

Services that include all phases of planning, acquisition and management of logistics systems. These services include, but are not limited to planning, acquisition, design, development, testing, production, fielding, management, operation, maintenance, sustainment, improvement, modification and disposal. Examples of the type of services that may be performed under this SIN include: Logistics consulting for planning for the acquisition and life cycle phases of supply and value chain systems including the following: defining and establishing program objectives, strategies, plans and schedules; develop milestone documentation; market research and acquisition planning; material requirements identification, planning, acquisition and management; develop specifications or performance based work statements and task estimates; develop, document and support maintenance procedures and technical manuals; configuration data management and related documentation; expansion and consolidation studies, field problem analysis and recommendation of corrective actions and system modernization; Needs assessment/system assessment; Inventory/asset/vendor management; Inventory management and operation (inclusive of salvage, recycle and/or disposal management); operation of warehouses, stockrooms, storage facilities or depots; Fulfillment systems and operations; platform management; Information logistics processing systems analysis design, and implementation; staging, shipping, receiving, packing, crating, moving and storage (excluding household goods); packaging, labeling, bar coding system consultation, design, implementation, operation and maintenance; design and installation of material handling systems; hazardous material storage and handling (Non-radioactive only); warehouse and location management systems; recycling program management of warehousing materials; preservation and protection of specialized inventory or documents; maintenance, repair and overhaul (MRO) support and/or support process management; aircraft repair and maintenance; ship repair and maintenance; property disposal management; logistics strategic planning services; logistics systems engineering services; logistics program management services and support; Unique Identification (UID)/Radio Frequency Identification (RFID) services; Program and project management; acquisition and life cycle management; spares modeling; supply chain integration planning; global integrated supply chain solutions planning and implementation. (note acquisition functions cannot be procured as stand-alone services).

Sales: \$189,189,322**Sales Period:** Oct 1, 2014 to Sep 30, 2015**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** R706**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million

874 503 --- Distribution and Transportation Logistics Services -

Distribution and Transportation Logistics Services - Planning and designing, implementing, or operating systems or facilities for the movement of supplies, equipment or people by road, air, water, rail, or pipeline. Typical tasks include moving and storage (excluding household goods), location modeling, transportation system development and management, carrier management and routing, and facilitating customs processing. Commercial passenger airline services covered by the Airline City Pair Program are excluded.

Sales: \$28,606,776

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R706

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million

874 504 --- Deployment Logistics -

Typical tasks include contingency planning, identifying/utilizing regional or global resources, integrating public/private sector resources, inventory/property planning, movement, storage, end-to-end industrial relocation/expansion services, including project/asset/construction management, space planning and project integration/implementation, pre-positioning assets, facilitating customs processing/accountability; and deploying communications and logistics systems to permit rapid deployment and management of supplies and equipment.

Sales: \$29,130,806

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R706

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million

874 505 --- Logistics Training Services -

Training in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities.

Sales: \$4,176,237

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R706

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million

874 507 --- Operations & Maintenance Logistics Management and Support Services -

Planning, designing, managing, operating and maintaining reliable and efficient systems, equipment, facilities and logistics infrastructures to improve equipment and logistics performance, and reduce life cycle costs. Typical tasks include complete turnkey operations, maintenance and support services, base operations support (BOS), depot maintenance, preventative maintenance planning, fleet/property management and maintenance, mobile utility support equipment operation, maintenance and repair, strategic account/project management, integrated facility management and operations management support. Excluded from these services are construction, and the operation of computer centers (which is covered under the IT Schedule). Teaming with other GSA Schedule holders may be a viable method of acquisition, particularly considering satisfaction of small business goals (e.g., providing pest control, guard services, elevator maintenance, fire suppression support, beautification services, etc).

NOTE: Offers must be awarded SINs C874-501, C 874-503, and/or C874-504 in order to receive an award under SIN C874-507.

Sales: \$112,732,036

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R706

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
561210	Facilities Support Services	\$38.5 million

874 597 --- Ancillary Repair and Alterations -

Repair and Alterations ancillary to existing SINs under this Schedule. Ancillary Repair and Alterations projects are those (1) solely associated with the repair, alteration, delivery or installation of products or services also purchased under this Schedule, and which are (2) routine and non-complex in nature, such as routine painting or carpeting, simple hanging of drywall, basic electrical or plumbing work, landscaping, and similar noncomplex services.

This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).

The work performed under this SIN shall be associated with existing SINs that are part of this Schedule. Ancillary Repair and Alterations shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary Repair and Alteration services may only be ordered in conjunction with or in support of products or services purchased under this Federal Supply Schedule contract. This SIN includes all regulatory guidance outlined in accordance with FAR 22, 28 and 36, including the Davis Bacon Act and the Miller Act. Special Instructions: No award will be made under C874-597, Ancillary

Repair and Alterations unless an offeror is awarded (or receives award concurrently) for SINs under the Logworld (8745) portion of this Schedule contract. For federally-owned space managed by GSA's Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alternation work may be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor. Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the R&A services. This R&A SIN shall not be used for PBS leased space. Any agency contracting officer ordering services under this SIN for Ancillary R&A is responsible for complying with his or her agency's internal policies when procuring R&A services. This may include a specific warrant delegation for procuring "construction" services when the estimated amount of this portion of the task order exceeds \$2,000. (Ref. FAR 22.4). Special Notice to Ordering Agencies: GSA or other landlords may require re-performance of any nonconforming work at agency expense. If applicable, agencies may seek appropriate recourse from the contractor responsible for the nonconforming work.

Sales: \$0

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R706

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
238130	Framing Contractors	\$15 million
238140	Masonry Contractors	\$15 million
238160	Roofing Contractors	\$15 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$15 million
238310	Drywall and Insulation Contractors	\$15 million
238320	Painting and Wall Covering Contractors	\$15 million
238350	Finish Carpentry Contractors	\$15 million
238990	All Other Specialty Trade Contractors	\$15 million
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million
561210	Facilities Support Services	\$38.5 million

Group Name: Mission Oriented Business Integrated Services (874)

874 1 --- Integrated Consulting Services -

Contractors shall provide expert advice and assistance in support of an agency's mission-oriented business functions. Services covered by this SIN include: Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services

* Facilitation and related decision support services

* Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings

*Advisory and assistance services in accordance with FAR 37.203

NOTE: Consulting services where the preponderance of work is specifically covered under

other PSS SINS or GSA Schedules are not permitted under this SIN.

NOTE: Legal, expert witness, consulting, and audit services pertaining to financial matters are not covered under this SIN. Refer to C520 SINS. Consulting services relating to public relations are not covered under this SIN. Refer to SIN C541-2, Public Relations Services.

NOTE: Expert witness, consulting, and audit services pertaining to financial matters are not covered under this SIN. Refer to SINS 520-1 and 520-6. Consulting services relating to public relations are not covered under this SIN. SIN 541-2, Public Relations Services.

Sales: \$2,849,405,499

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

874 4 --- Training Services:Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration, Learning Management, Internships -

Proposed courses shall be commercially-available off-the-shelf training and/or educational courses that are delivered via an Instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Courses shall have a defined course title, length of time (i.e. hours, days, semesters, etc.), description of material to be taught (i.e. syllabi, table of contents, etc.), and whether materials are included in the price. (i.e. books, pamphlets, software, etc.). Support materials not included may be offered under SIN C100 03, C874-9.

Proposed professional services shall be in support of planning, creating, and/or executing testing and test administration, learning management, internship, or development of new courses or subject matter delivered via an instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Proposed customization services are the result of planning, creating, and/or executing a proprietary format and may be priced as a flat rate or as Labor/hours using professional labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), Systems requirements and methodology(ies) to be used should be stated. Acquisition training will be accomplished under SIN 874-8. Functional industry-specific training covered under other schedules will not be accomplished under this SIN.

A customized course(s) shall include labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), and methodology(ies) to be used.

NOTE: NAICS: 611430

Professional and Management Development Training

NAICS: 611710

Offerors Shall Provide the Following:

Copy of Commercial End User Licensing or Service Agreement for all Learning Management Systems.

Sales: \$392,706,013

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : U006

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
519130	Internet Publishing and Broadcasting and Web Search Portals	500 employees
611310	Colleges, Universities and Professional Schools	\$27.5 million
611410	Business and Secretarial Schools	\$7.5 million
611430	Professional and Management Development Training	\$11 million
611512	Flight Training	\$27.5 million
611513	Apprenticeship Training	\$7.5 million
611519	Other Technical and Trade Schools	\$15 million
611691	Exam Preparation and Tutoring	\$7.5 million
611692	Automobile Driving Schools	\$7.5 million
611699	All Other Miscellaneous Schools and Instruction	\$11 million
611710	Educational Support Services	\$15 million
624310	Vocational Rehabilitation Services	\$11 million

874 6 --- Acquisition Management Support -

Acquisition Management Support: Contractors shall provide professional support services to agencies in conducting federal acquisition management activities. Services covered by this SIN are: acquisition planning assistance, including market research and recommending procurement strategy; acquisition document development, including cost/price estimates, quality assurance surveillance plans, statements of work, synopses, solicitations, price negotiation memoranda, etc.; expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal analysis; contract administration support services, including assistance with reviewing contractor performance, developing contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; Competitive Sourcing support, including OMB Circular A-76 studies, strategic sourcing studies, privatization studies, public-private partnerships, and Federal Activities Inventory Reform (FAIR) Act studies.

Inherently Governmental services as identified in FAR 7.503 or by the ordering agency are prohibited under MOBIS. It is the responsibility of the Contracting Officer placing the order to make this determination. Ordering activities must require prospective contractors to identify potential conflicts of interest and address those, prior to task order award. For more information, see www.gsa.gov/psschedule.

NOTE: Grants management services are not covered under this SIN. Refer to, SIN C520-22, Grants Management Support Services.

Sales: \$161,970,010

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R707
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

874 7 --- Integrated Business Program Support Services -

Contractors shall provide services to assist agencies in managing their mission-oriented business projects or programs and achieving mission performance goals. Services covered by this SIN include:

- * All phases of program or project management, from planning to closeout.
- * Operational/administrative business support services in order to carry out program objectives.

NOTE 1: Program support services where the preponderance of work is specifically covered under other PSS SINS or GSA Schedules are not permitted under this SIN.

NOTE 2: Administrative support services are authorized under this SIN; however, they must be provided in conjunction with other professional business services covered under this Schedule and must be performed under the supervision of the contractors Project or Program Manager. Personal services as defined in FAR are prohibited under MOBIS.

Sales: \$714,004,130
Sales Period: Oct 1, 2014 to Sep 30, 2015
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$15 million

874 8 --- DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel Training for Acquisition Workforce (GS-1102 and non-GS-1102) -

In accordance with the Office of Federal Procurement Policy's (OFPP) Policy Letter 05-01, training courses shall be certified by the Defense Acquisition University (DAU) and comply with the Federal Acquisition Institute's (FAI) policy, and based on the Defense Acquisition Workforce Improvement Act's (DAWIA) and the Federal Acquisition Certification (FAC) requirements for certification at the junior, intermediate, and senior levels to reflect the need to meet increasingly more rigorous standards for education, training, and experience. This shall apply to all Contracting Officers (CO) regardless of general schedule series with authority to obligate funds above the micro purchase threshold; all positions in the general schedule purchasing series (GS-1105); program and project managers (FAC-PM), as identified by the agency's Chief Acquisition Officer (CAO), or equivalent; all Contracting Officer's Representatives (CORs) and Contracting Officer's Technical Representatives (COTRs), or

equivalent (FAC-COTR); all Emergency Response and Recovery Contracting Personnel; and significant acquisition-related positions identified by the CAO, or equivalent, using the guidance provided in OFPP Policy Letter 05-01.

NOTE: NAICS: 611430

Offerors Shall Provide the Following:

A copy of the Course Equivalency Certification issued by DAU for each course offered.

Resumes of all current instructors.

Instructors must be Clinger-Cohen compliant.

A detailed training plan evidencing how instructors are kept up to date and conversant with federal acquisition regulations on a continuous basis.

References: Last 3 customers.

Sales: \$3,923,589

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : U009

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
611430	Professional and Management Development Training	\$11 million
611710	Educational Support Services	\$15 million

874 9 --- Off-the-Shelf Training Devices and Training Materials: Print, Electronic, Audio-Visual, Multi-Media, and Simulation Training Devices

Off-the-Shelf Training Devices: Proposed training devices shall be commercially-available off-the-shelf training devices available as stand-alone or ancillary to other services being offered on this schedule. They can include software programs, teaching machines and devices, simulators such as driving simulators, flight simulators, etc., prepared printed instructional material, medical models and simulators, prepared audio and visual instruction material and multimedia program kits.

Customizable Training Devices: Proposed customized training devices and simulators shall be in addition to the or the result of planning, designing, and/or producing customized training products that include but are not limited to print, audio/visual, audio, digital formats and emerging technologies. Proposed training devices shall directly train students in a specific subject matter(s) or assist in the training of a specific subject matter(s).

NOTE: NAICS: 423490

Offerors Shall Provide the Following, if applicable:

Copy of Commercial End User Licensing Agreement.

Copy of Commercial Service Agreement.

Copy of End User Systems Requirements.

Copy of Manufacturer Authorization to Resell/Distribute.

Statement that Live Ammunition is NOT used in any training product.

NAICS: 511199

Offerors Shall Provide the Following:

Copy of Reseller Agreement if applicable from each publisher/manufacturer.

NAICS: 451220

Offerors Shall Provide the Following:

Copy of Commercial End User Licensing Agreement, if any.

Copy of Reseller Agreement if applicable from each publisher/distributor.

Customizable Training Devices/Materials: Proposed off-the-shelf devices and simulators may be customized to customer specifications via a scope of work and priced on a firm fixed price or labor hour basis. All proposed print materials, audio-visual and multi-media formats, electronic media, etc., shall directly train students in a specific subject or assist in the training of specific subject matter.

NOTE: Offerors proposing services related to NAICS 333318 shall provide the following, if applicable:

Copy of Commercial End User Licensing Agreement, if any.

Copy of Commercial Service Agreement, if any.

Copy of End User Systems Requirements.

Copy of Manufacturer's Authorization to Resell/Distribute, if applicable.

Provide Statement that Live Ammunition is NOT used in any training product.

Offerors proposing services related to NAICS 511199 shall provide, if applicable, a copy of the Reseller Agreement from each publisher/manufacturer.

Sales: \$107,772,571

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 6910

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees
511199	All Other Publishers	500 employees

Group Name: Professional Engineering Services (871)

871 1 --- Strategic Planning for Technology Programs/Activities -

Services required under this SIN involve the definition and interpretation of high level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, program evaluations, analysis of program effectiveness, requirements analysis, organizational performance assessment, special studies and analysis, training, and consulting. Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man-made electronic interference. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include

design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: \$326,288,968

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

871 2 --- Concept Development and Requirements Analysis -

Services required under this SIN involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development of enhancement of high level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to requirements analysis, cost/cost performance trade-off analysis, feasibility analysis, developing and completing fire safety evaluation worksheets as they relate to professional engineering services, regulatory compliance support, technology/system conceptual designs, training, and consulting. Example: The development and analysis of the total mission profile and life cycle of the improved satellite including examination of performance and cost tradeoffs. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: \$193,465,565

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

871 3 --- System Design, Engineering and Integration -

Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis, mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, e.g. CADD, design studies and analysis, design review services, shop drawing review services, submittal

review services, conducting fire protection facility surveys, developing risk reduction strategies and recommendations to mitigate identified risk conditions, fire modeling, performance-based design reviews, high level detailed specification and scope preparation, configuration, management and document control, fabrication, assembly and simulation, modeling, training, and consulting. Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will be computer simulated and a working model will be built for testing and design verification. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: \$644,163,543

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

871 4 --- Test and Evaluation -

Services required under this SIN involve the application of various techniques demonstrating that a system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to testing of a prototype, first article(s) testing, environmental testing, performing inspections and witnessing acceptance testing of fire protection and life safety systems as they relate to professional engineering services, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system, quality assurance, physical testing of the product system, training, and consulting. Example: The navigation satellite-working model will be subjected to a series of tests, which may simulate and ultimately duplicate its operational environment. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: \$161,023,565

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

871 5 --- Integrated Logistics Support -

Services required under this SIN involves the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their lifecycles, excluding those systems associated with real property. Typical associated tasks include, but are not limited to ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, conducting research studies, long-term reliability and maintainability, training, and consulting. Example: The full range of life cycle logistics support for the navigation satellite will be identified and designed in this stage including training, operation and maintenance requirements, and replacement procedures. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: \$125,737,445

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541330	Engineering Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

871 6 --- Acquisition and Life Cycle Management -

Services required under this SIN involve all of the planning, budget, contract and systems/program management functions required to procure and or/produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to (technology based) systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, evaluation of inspection, testing, and maintenance program for fire protection and life safety systems, program/project management, technology transfer/insertion, training and consulting. Example: During this stage the actual manufacturing, launch, and performance monitoring of the navigation satellite will be assisted through project management, configuration management, reliability analysis, engineering retrofit improvements and similar functions. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: \$888,403,010

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
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541330	Engineering Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees

871 7 --- Construction Management and Engineering Consulting Services Related to Real Property -

Services provided under this SIN include construction management, engineering consulting, project management, and related professional services specifically pertaining to real property. The construction management approach utilizes one or more firms with construction, design, and management expertise to expand the customer agency's capabilities, so that the agency can successfully accomplish its program or project. The contractor performing construction management services assumes the position of professional adviser to the customer agency. Customer agencies may utilize the construction manager as the principal agent to advise or manage the process over the project regardless of the project delivery method used. Construction management services include, but are not limited to, design phase support, procurement support, commissioning services, testing services, construction claims support, and post-construction engineering services.

The contractor performing engineering consulting services functions as an advisor to the government to assist with executing engineering tasks associated with real property. Engineering consulting services relating to real property include, but are not limited to, mechanical engineering, electrical engineering, fire protection engineering, forensic engineering, structural engineering, or any other specialized engineering consulting services that are utilized in regards to real property. Authorized engineering consulting tasks include design reviews, shop drawing reviews, submittal reviews, inspection and testing services, witnessing acceptance tests of equipment and systems, commissioning, modeling and analysis, loss investigation, facility surveys, safety evaluations, research studies, risk mitigation strategy development or reviews, and other related technical consulting services. The contractor performing engineering consulting services shall not perform the construction of real property, nor be a named party under the construction contract. Project management services relating to a construction management or engineering consulting effort are authorized.

NOTE 1: This Schedule does not include Architect-Engineer services as defined in the Brooks Act, and do not include certification of designs or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

NOTE 2: This Schedule does not include Davis-Bacon Act work as described in Federal Acquisition Regulation Subpart 22.4.

NOTE 3: Some of the terminology used, such as professional engineer and design review, have multiple meanings in the engineering services profession. Under no circumstances should those terms be interpreted to include performance of Brooks Act services Section 1102 of 40 U.S.C. Chapter 11.

NOTE 4: Please review the Construction Management and Engineering Consulting Services Relating to Real Property Guide available at www.gsa.gov/pes to obtain further information regarding the scope of services included under this SIN.

NOTE: Please review the solicitation attachment, "Construction Management and Engineering Consulting Services Relating to Real Property Guide" to obtain further

information regarding the scope of services included under this SIN.

Sales: \$82,522,248

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R425

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
236220	Commercial and Institutional Building Construction	\$36.5 million
541330	Engineering Services	\$15 million

Group Name: Special Item Numbers Common to Multiple SIN Series

100 01 --- Introduction of New Services -

A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved or has not been introduced to the Federal Government. A new service is not currently available under any GSA Contract, but is categorically related to the procurement of professional services under this Schedule.

NOTE: SIN 100 01 INTRODUCTION OF NEW SERVICES

Sales: \$0

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
237110	Water and Sewer Line and Related Structures Construction	\$36.5 million
237130	Power and Communication Line and Related Structures Construction	\$36.5 million
238210	Electrical Contractors and Other Wiring Installation Contractors	\$15 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$15 million
541330	Engineering Services	\$15 million
541350	Building Inspection Services	\$7.5 million
541611	Administrative Management and General Management Consulting Services	\$15 million
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million
541620	Environmental Consulting Services	\$15 million
541890	Other Services Related to Advertising	\$15 million
541930	Translation and Interpretation Services	\$7.5 million

100 03 --- 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.

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

NOTE: SIN 100 03 ANCILLARY SUPPLIES AND/OR SERVICES

Sales: \$0

Sales Period: Oct 1, 2014 to Sep 30, 2015

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : R499

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1000 employees
334112	Computer Storage Device Manufacturing	1000 employees
334210	Telephone Apparatus Manufacturing	1000 employees
334290	Other Communications Equipment Manufacturing	750 employees
511130	Book Publishers	500 employees
511199	All Other Publishers	500 employees
541330	Engineering Services	\$15 million
541519	Other Computer Related Services	\$27.5 million
541614	Process, Physical Distribution and Logistics Consulting Services	\$15 million
541620	Environmental Consulting Services	\$15 million
541711	Research and Development in Biotechnology	500 employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	500 employees
541930	Translation and Interpretation Services	\$7.5 million
561210	Facilities Support Services	\$38.5 million
561499	All Other Business Support Services	\$15 million

Part II - CONTRACT TERMS AND CONDITIONS

Clause 52.252-2 incorporates clause 52.212-4:

52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAY 2015) (ALTERNATE I May 2014) (DEVIATION I FEB 2007) applies to Time-and-Materials or Labor Hour orders.

552.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAY 2015) (ALTERNATE II JUL 2009) (FAR DEVIATION JUL 2015) (TAILORED) applies to fixed price orders.

Begin Regulation

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

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

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

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)

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

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2015) (ALTERNATE II – OCT 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

* _____ *

(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:

* _____ *

(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 (Oct 2015) (41 U.S.C. 3509).

(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 (Oct 2014) (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 \$700,000 (\$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) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 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.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) * _____ * (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

* _____ * (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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

Begin Regulation

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

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

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

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

Begin Regulation

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

(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.

Material (If none, insert “None”)	Identification No.

(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.

Begin Regulation

**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.

Material (If none, insert None)	Identification No.

(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.

Begin Regulation

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

(a) Definitions. As used in this clause—

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Designee determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or

missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

Begin Regulation

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small

business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (ALTERNATE I -- MAY 2014) (DEVIATION I -- FEB 2007)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (MAY 2014)	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 (SEP 2013)	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
52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014)	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
52.232-19	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 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	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
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	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

552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	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

Begin Regulation

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

(a) *Definitions.*

Approved program means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

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

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

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

(b) *Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority

with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) *Additional information.*

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

Begin Regulation

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
See Schedule of Items	As specified by the Ordering Activity	_____
See Schedule of Items	As specified by the Ordering Activity	_____
See Schedule of Items	As specified by the Ordering Activity	_____

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

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

_____	_____
_____	_____

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

Begin Regulation

552.211-8 TIME OF DELIVERY (SEP 1999)

(a) The time of delivery for each item means the time required after receipt of an order (1) to make delivery to a destination in the case of delivered prices, or (2) to place shipment in transit in the case of f.o.b. origin prices.

(b) Delivery is required to be made at the point(s) specified within To be determined at the task order level days after receipt of order.

Begin Regulation

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (OCT 2014)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

Yes 552.215-70 Examination of Records by GSA

Yes 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

Yes 552.215-72 Price Adjustment —Failure to Provide Accurate Information

Yes 552.219-70 Allocation of Orders—Partially Set-Aside Items

Yes 552.228-70 Workers' Compensation Laws

- Yes 552.229-70 Federal, State, and Local Taxes
- Yes 552.232-8 Discounts for Prompt Payment
- Yes 552.232-23 Assignment of Claims
- Yes 552.232-71 Adjusting Payments
- Yes 552.232-72 Final Payment
- Yes 552.232-73 Availability of Funds
- Yes 552.232-78 Payment Information
- Yes 552.237-71 Qualifications of Employees
- Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
- Yes 552.238-74 Industrial Funding Fee and Sales Reporting
- Yes 552.238-75 Price Reductions
- Yes 552.242-70 Status Report of Orders and Shipments
- No 552.243-72 Modifications (Multiple Award Schedule)
- Yes 552.246-73 Warranty—Multiple Award Schedule
- No 552.246-76 Warranty of Pesticides

Begin Regulation

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(JUN 2015)**

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:

(a) Provisions.

* _____ * 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.223-70 Hazardous Substances.

* _____ * 552.223-71 Nonconforming Hazardous Material.

* _____ * 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

* _____ * 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

* _____ * 552.238-72 Identification of Products That Have Environmental Attributes.

Begin Regulation

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

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 5 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this

contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

Prior to proposing a price increase for services awarded under a Complementary SIN, please review the applicable Economic Price Adjustment clause in the individual solicitation to ensure that your request is in compliance with the stated limitation on the aggregate of increases during any 12-month period.

SINs C871 202, C871 207, C871 208 and C871 211 refer to Schedule 03FAC Facilities Maintenance and Management Solicitation # 6FEC-E6-030292-B

SIN C132 51 refer to Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services Solicitation # FCIS-JB-980001-B

SIN C595 21 refer to 738X Human Resources and Equal Employment Opportunity Services Solicitation # 2FYA-AR-060004-B

Begin Regulation

552.216-72 PLACEMENT OF ORDERS (AUG 2010)

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

Authorized Ordering Agencies

(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

Note: Regulation 552.216-72 ordering agency
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Begin Regulation

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.

Begin Regulation

552.238-76 Definition (Federal Supply Schedules)--Recovery Purchasing (FEB 2007)

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

Begin Regulation

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

- (1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);
- (2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The Government of the District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities:

State and local government, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

Begin Regulation

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

(1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The District of Columbia;

- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

- Contractor will provide domestic and overseas delivery.
- Contractor will provide overseas delivery only.
- Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

State and local government entities, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or

consolidation point.

- (f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.
- (2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.
- (g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

Begin Regulation

552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)

- (a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:
- (1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.
- (2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).
- (3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the

Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, "Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

Begin Regulation

**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

**CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART
51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES)**

(JAN 2010)

(a) *General Background.*

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA’s Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

Begin Regulation

F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

GEOGRAPHIC AREA(S)/COUNTRIES/ZONES

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____
 TITLE _____
 ADDRESS _____
 ZIP CODE _____
 TELEPHONE NO. (_____) _____ FAX NO. _____
 E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____
 TITLE _____
 ADDRESS _____
 ZIP CODE _____
 TELEPHONE NO. (_____) _____ FAX NO. _____
 E-MAIL ADDRESS _____

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the

Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Note: Regulation I-FSS-108

Clauses 52.247-38 and 52.247-39 apply to products that are included in this solicitation.

Begin Regulation

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for

the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT
(EVERGREEN) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB
1995)**

(a) This clause applies to all contracts estimated to exceed \$100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will

notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*[®] (OCT 2014)

(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 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not

releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!®

(1) GSA Advantage!® will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (OCT 2013)

(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 *GSA Advantage!*[®], a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic 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!*[®] for further information.
- (3) Further details on EDI, ICs, and *GSA Advantage!*[®] can be found in clause I-FSS-599, Electronic Commerce.
- (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply 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!*[®], a menu-driven database system. The INTERNET address GSA *Advantage!*[®] is: 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.

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. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

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/.
- 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:

GSA, Federal Supply Service
National Customer Service Center (QC0CC)
Bldg. #4, 1500 E. Bannister Road
Kansas City, MO 64131-3009
Telephone: 1(800) 488-3111

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence

that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

I-FSS-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.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

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 five percent (5%) 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 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969

Prior to proposing a price increase for services awarded under a Complementary SIN, please review the applicable Economic Price Adjustment clause in the individual solicitation to ensure that your request is in compliance with the stated limitation on the aggregate of increases during any 12-month period.

SINs C871 202, C871 207, C871 208 and C871 211 refer to Schedule 03FAC Facilities Maintenance and Management Solicitation # 6FEC-E6-030292-B

SIN C132 51 refer to Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services Solicitation # FCIS-JB-980001-B

SIN C595 21 refer to 738X Human Resources and Equal Employment Opportunity Services Solicitation # 2FYA-AR-060004-B

Part III - VENDOR INSTRUCTIONS

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

(a) *Definition.* As used in this provision —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via —

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “doing business as” name)

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015) 9.409(a)

(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 \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax

court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(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 (FAPIS) 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 FAPIS as required through maintaining an active registration in System for Award Management 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.]*

Pricing information as described in 552.212-70 and SCP-FSS-002.

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

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price with Economic Price Adjustment; Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute —

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
 General Services Administration Federal Acquisition Service Management Services Center 400
 15th Street SW Auburn, WA 98001 NOTE: Protests of task orders shall be filed directly with the
 ordering activity at the address designated by the ordering agency Contracting Officer.

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

Begin Regulation

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
 REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

Number	Title	Clause/Provision
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (NOV 2015)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015)	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
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)	Provision
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN -- REPRESENTATION AND CERTIFICATIONS (OCT 2015)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JAN 2016)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999)	Provision

(DEVIATION FAR 52.252-5)

Begin Regulation

**552.216-74 TASK-ORDER AND DELIVERY-ORDER
OMBUDSMAN (AUG 2010)**

GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

The GSA Ombudsman is the Director, Office of Acquisition Integrity located at:

General Services Administration (GSA),
Office of Governmentwide Policy (OGP),
Office of Acquisition Policy (MV),
Acquisition Integrity Division (MVA),
1800 F Street, NW., Room 4014,
Washington, D.C. 20405,
Telephone: (202) 219-3454,
Fax: (202) 219-3615,
Email: joseph.neurauter@gsa.gov.

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of the contract period in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

1

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)

(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.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 270 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

(a) “The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.”

(b) “GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.”

Begin Regulation

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 00CORP are listed below

SIN #	SIN Title	Total Sales in \$
100 01	Introduction of New Services -	\$0
100 03	Ancillary Supplies and/or Services -	\$0
382 1	TRANSLATION SERVICES -	\$42,484,208
382 2	INTERPRETATION SERVICES -	\$38,657,021
382 3	TRAINING AND EDUCATIONAL MATERIALS -	\$8,933,526
382 4	COMPREHENSIVE LINGUISTIC ANALYTICAL SUPPORT SERVICES (CLASS)	\$13,181,899
382 5	Services for the Visual and Hearing Impaired -	\$11,633,058
520 1	Program Financial Advisor -	\$38,503,079
520 2	Transaction Specialist -	\$39,265,119
520 3	Due Diligence & Support Services -	\$6,157,802
520 4	Debt Collection -	\$1,015,268,193
520 5	Loan Servicing & Asset Management -	\$81,730,030
520 6	Professional Legal Services -	\$1,739,407
520 7	Financial & Performance Audits -	\$334,269,392
520 8	Complementary Audit Services -	\$29,049,364

520 9	Recovery Audits -	\$33,709,585
520 10	Transportation Audits -	\$2,932,429
520 11	Accounting -	\$172,361,679
520 12	Budgeting -	\$14,398,104
520 13	Complementary Financial Management Services -	\$223,869,863
520 14	Audit & Financial Training Services	\$868,631
520 15	Outsourcing Recurring Commercial Activities for Financial Management Services -	\$25,455,576
520 16	Business Information Services -	\$27,508,651
520 17	Risk Assessment and Mitigation Services -	\$9,814,712
520 18	Independent Risk Analysis -	\$0
520 19	Data Breach Analysis -	\$4,674,289
520 20	Comprehensive Protection Solutions -	\$334,789
520 21	Program Management Services -	\$9,614,614
520 22	Grants Management Support Services -	\$5,398,235
541 1	Advertising Services -	\$43,686,998
541 2	Public Relations Services -	\$28,007,392
541 3	Web Based Marketing Services -	\$9,277,603
541 4A	Market Research and Analysis -	\$13,706,829
541 4B	Video / Film Production -	\$10,425,485
541 4C	Exhibit Design and Implementation Services -	\$1,859,409
541 4D	Conference, Events and Tradeshow Planning Services -	\$15,152,800
541 4E	Commercial Photography Services -	\$551,811
541 4F	Commercial Art and Graphic Design Services -	\$7,054,347
541 4G	Challenges and Competitions Services -	\$644,902
541 5	Integrated Marketing Services -	\$122,116,632
541 1000	Other Direct Costs (ODCs) are expenses other than labor hours -	\$82,217,095
871 1	Strategic Planning for Technology Programs/Activities -	\$326,288,968
871 2	Concept Development and Requirements Analysis -	\$193,465,565
871 3	System Design, Engineering and Integration -	\$644,163,543
871 4	Test and Evaluation -	\$161,023,565
871 5	Integrated Logistics Support -	\$125,737,445
871 6	Acquisition and Life Cycle Management -	\$888,403,010
871 7	Construction Management and Engineering Consulting Services Related to Real Property -	\$82,522,248
874 1	Integrated Consulting Services -	\$2,849,405,499
874 4	Training Services:Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration, Learning Management, Internships -	\$392,706,013
874 6	Acquisition Management Support -	\$161,970,010
874 7	Integrated Business Program Support Services -	\$714,004,130
874 8	DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel Training for Acquisition Workforce (GS-1102 and non-GS-1102) -	\$3,923,589
874 9	Off-the-Shelf Training Devices and Training Materials: Print, Electronic, Audio-Visual, Multi-Media, and Simulation	\$107,772,571

	Training Devices	
874 501	Supply and Value Chain Management -	\$189,189,322
874 503	Distribution and Transportation Logistics Services -	\$28,606,776
874 504	Deployment Logistics -	\$29,130,806
874 505	Logistics Training Services -	\$4,176,237
874 507	Operations & Maintenance Logistics Management and Support Services -	\$112,732,036
874 597	Ancillary Repair and Alterations -	\$0
899 1	Environmental Consulting Services -	\$247,815,667
899 3	Environmental Training Services -	\$10,258,268
899 5	Materials and Waste Recycling and Disposal Services -	\$7,008,749
899 7	Geographic Information Systems (GIS) Services -	\$29,087,726
899 8	Remediation and Reclamation Services -	\$33,939,513
C132 51	Information Technology Professional Services SUBJECT TO COOPERATIVE PURCHASING	\$104,570,977
C595 21	HUMAN RESOURCE SERVICES (Excluding EEO Services) -	\$3,745,400
C871 202	Energy Management Planning and Strategies -	\$402,025
C871 207	Energy Audit Services -	\$220,248
C871 208	Resource Efficiency Management (REM) -	\$1,735,457
C871 211	Energy Consulting Services -	\$0

Note: Regulation B-FSS-96
 SEE PART I - GOODS AND SERVICES FOR MORE CURRENT ESTIMATED SALES INFORMATION

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
- (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the final proposal revision request..

Begin Regulation

**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS
(INSP) (OCT 2014) FSS A/L FC-98-4**

(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 552.238-81, Modifications (Federal Supply Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(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 System for Award Management 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.

Begin Regulation

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Begin Regulation

1

CI-FSS-151-N ADDITIONAL EVALUATION FACTORS FOR AWARD TO NEW OFFERORS (OCT 2015)

(a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N *Instructions Applicable to New Offerors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, and SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*.

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the technical evaluation factors described in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, and 006 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any evaluation factor will result in an "unacceptable" rating overall for that SIN. Offers determined technically unacceptable for all proposed SINS will be

rejected.

(ii.) Factor One - Corporate Experience: Failure to provide the information as described in provision SCP-FSS-001-N for Factor One will result in an “unacceptable” rating for that SIN. The offeror shall have demonstrated that the firm can successfully perform, administer, and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. It must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii.) Factor Two - Past Performance: Failure to provide information as described in Factor Two of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the contracting officer in determining the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. The Government will consider the offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(iv.) Factor Three - Quality Control: Failure to provide the required information as described in Factor Three of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal.

(v.) Factor Four - Relevant Project Experience: The offeror must submit the information described in Factor Four of provision SCP-FSS-002 and/or SCP-FSS-003 of the solicitation. For SCP-FSS-002, the offeror must also demonstrate the successful completion of orders that are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(vi.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, and 006 of the Solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, and 006.

(ii.) The proposed pricing must be advantageous to the Government. If a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the offeror must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

Begin Regulation

**CI-FSS-151-S ADDITIONAL EVALUATION FACTORS FOR
AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS (OCT
2015)**

(a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, and SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*.

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the two technical evaluation factors described in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, and 006 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any evaluation factor will result in an "unacceptable" rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Quality Control: Failure to provide the required information as described in Quality Control under provision SCP-FSS-001-S may result in an "unacceptable" rating for the Technical Proposal.

(iii.) Past Performance: The contracting officer will use the results of a search of known past performance information regarding the existing FSS contract, including but not limited to information in PPIRS along with any relevant past performance information provided by the offeror, to determine the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror's past performance. Those offerors demonstrating a pattern of satisfactory performance will receive an acceptable rating.

(iv.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, and 006 of the solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, and 006.

(ii.) The proposed pricing must be advantageous to the Government. If a price offered to

GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the offeror must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. If the rates offered are not "equal to or lower than" the MFC, an acceptable justification must be provided.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (NOV 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

“*Highest-level owner*” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“*Immediate owner*” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“*Inverted domestic corporation*”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“*Manufactured end product*” means any end product in product and service codes (PSCs) 1000–9999, except —

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 (p) 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 SAM.]

- (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.

(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.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either —

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American 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 — 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 — Free Trade Agreements — Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225–3, Buy American — 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 — 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 — 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 — 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 — 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 —Free Trade Agreements — Israeli Trade Act":

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American — 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 — Free Trade Agreements — Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American — 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 — 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 statute. 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 \$3,500 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 Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

* _____ * (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

* _____ * (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that —

(i) It _____ is, _____ is not an inverted domestic corporation; and

(ii) It _____ is, _____ 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 \$3,500 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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

_____ (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

_____ Yes or _____ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a "doing business as" name)