

# Solicitation Document

Title : **Building and Building Materials / Industrial  
Services and Supplies**

Solicitation Number : **7FCI-F8-030056-B**

Refresh Number : **23**

Created on April 17, 2014

## COVER PAGE

ALL QUESTIONS CAN BE DIRECTED TO:

HALEY NAEGELE  
EMAIL: HALEY.NAEGELE@GSA.GOV  
PHONE: 817-850-8444  
FAX: 817-574-2690  
GSA, FAS, GREATER SOUTHWEST ACQUISITION (7QSADC-N3)  
ATTN: HALEY NAEGELE  
819 TAYLOR STREET, ROOM 7A37  
FORT WORTH, TX 76102-6114

NOTICE OF THE FEDERAL PROCUREMENT LAW AFFECTING ALL ELECTRONIC AND INFORMATION TECHNOLOGY "DEVELOPED, PROCURED, MAINTAINED, OR USED" BY THE FEDERAL GOVERNMENT (SECTION 508):

SECTION 508 CONFORMANCE. 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.

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### Begin Regulation

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

Solicitation No. 7FCI-F8-030056-B Refresh 23

#### WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 56 PART N/A SECTION N/A

COMMODITY: Buildings and Building Material/Industrial Supplies and Services

FSC CLASS(ES)/PRODUCT CODE(S): 56

(b) STANDARD INDUSTRY GROUP: N/A

SERVICE: Federal Acquisition Service

SERVICE CODE(S): R

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

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**Begin Regulation**

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

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

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**Begin Regulation**

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

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

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

Number	Title	Clause/Provision
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATION I - SEP 2010)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)	Clause
52.232-99	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)	Clause

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

Number	Title	Clause/Provision
A-FSS-12-C	PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)	Provision
A-FSS-2-F	RESERVED	Provision
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (NOV 2007)	Clause
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE	Provision

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	CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (NOV 2007)	
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)	Provision
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (FEB 2009)	Clause
552.228-5	GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)	Clause
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (MAR 2012)	Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (SEP 2013)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)	Clause
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)	Clause
SCP-FSS-001	INSTRUCTIONS APPLICABLE TO ALL OFFERORS (MAR 2014)	Provision
SCP-FSS-002	SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (MAR 2014)	Provision
SCP-FSS-003	SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (MAR 2014)	Provision
552.238-81	MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014) (ALTERNATE I – APR 2014)	Clause

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

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	Clause
I-FSS-600	CONTRACT PRICE LISTS (OCT 2013)	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 (JUL 2013) (DEVIATION I - MAY 2003)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (ALTERNATE II -- OCT 2001)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	Clause
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	Provision
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	Clause
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013)	Provision

	2013)	
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) (DEVIATION I -- FEB 2007)	Clause
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (JUL 2013)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (JUL 2013)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)	Clause
52.225-5	TRADE AGREEMENTS (NOV 2013)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2013)	Provision
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2014) (ALTERNATE II -- NOV 2013)	Clause

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

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

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

The Information and Instructions to Offerors document and Corporate and Project Experience document are eliminated with this refresh. Requirements previously reflected in these documents are now conveyed via the following clauses:

SCP-FSS-001 (covering requirements for all offers)

SCP-FSS-002 (covering additional requirements for offers that include 'stand-alone' services)

SCP-FSS-003 (covering additional requirements for offers that include products)

**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: Attn: Haley Naegele  
819 Taylor Street, Room 7A37  
Fort Worth, TX 76102-6114  
817-850-8444 - haley.naegele@gsa.gov

or

Phone Alternate contacts for Schedule 56:

Cheryl Goff @ 817-850-8205 or Email @  
cheryl.goff@gsa.gov  
and  
Donna Renner @ 817-850-8182 or Email @  
donna.renner@gsa.gov.

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

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**Begin Regulation**

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

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

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**Begin Regulation**

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**SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERORS  
(MAR 2014)**

- (a) Read the entire solicitation document prior to preparation of an 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), 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:

# SCP-FSS-002 Specific Proposal Submission Instructions for Services (MAR 2014) – Applies to offers for services only, except Schedule 70.

# SCP-FSS-003 Specific Proposal Submission Instructions for Products (MAR 2014) – Applies to offers for products only, except Schedule 70.

# SCP-FSS-004 Specific Proposal Submission Instructions for Schedule 70 (MAR 2014) – Applies only to offers submitted under Schedule 70 General Purpose Commercial Information Technology Equipment, Software, and Services.

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, and -004, 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:

- # Pathway to Success completion verification
- # Active System for Award Management (SAM) registration verification
- # Small Business Subcontracting Plan (if applicable)
- # Commercial Sales Practices (CSP) disclosure

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

- # Readiness Assessment for Prospective Offerors
- # Financial Statements
- # Previous MAS cancellations and rejections, and pending offers for other Schedule contracts, and awarded Schedule contracts
- # Agent Authorization Letter (if applicable)
- # Technical Proposal
- # Price Proposal Template
- # Supporting Pricing Documentation
- # Price Narrative
- # 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 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 it within the past year from 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 copy of any cancellation letters received within the preceding two-year period for previously-awarded Schedule contracts,

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

# 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) Demonstrate that there is a reasonable expectation that any future award will comply with Clause I-FSS-639, Contract Sales Criteria,

(4) Provide a marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract,

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

# 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/small-business-goaling>

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 the 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 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, stand-alone 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 Multiple Award Schedules Program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

**(1) AbilityOne**

The Offeror must be an authorized AbilityOne distributor as designated by the Committee for Purchase from People Who Are Blind or Severely Disabled. Under any resultant contract, AbilityOne's Exclusivity Requirement stipulates that contractors must decline orders for commercial products that are identified as being identical to or "Essentially the Same" (ETS) as AbilityOne-offered products. Applicable 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, and 51V Hardware Superstore.

**(2) Manufacturer's Part Number**

The Offeror must ensure that the Original Equipment Manufacturer (OEM), Manufacturer Part Number, or Wholesaler Number for each proposed product reflects the actual number assigned. If the OEM, Manufacturer Part Number, or Wholesaler Number is submitted incorrectly or not submitted, the associated product will 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 Special Item Numbers (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.

Note: Regulation SCP-FSS-001

Note 1: The document referred to in section SCP-FSS-001 of the solicitation as "Price Proposal Template" can be found as an attachment to the solicitation under the name "Proposal Price List Preparation."

Note 2: The vendor must submit a signed version of the subcontracting plan as completed in eOffer. Once the subcontracting plan is completed in eOffer, download the plan, sign the plan, then upload the signed plan as an attachment to the offer.

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**Begin Regulation**


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**SCP-FSS-002 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (MAR 2014)**

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) The Offeror must comply with the instructions outlined in SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERS (MAR 2014).
- (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](http://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)."

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**Begin Regulation**

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**SCP-FSS-003 SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (MAR 2014)**

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) The Offeror must comply with the instructions outlined in SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERS (MAR 2014).
- (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.

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**Begin Regulation**

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**552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (MAR 2012)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

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## Part I - GOODS & SERVICES

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

### MANUFACTURER'S PART NUMBER

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

### FRUSTRATED FREIGHT

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

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

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

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

### FULL PRODUCTS AND BROAD SERVICES OFFERINGS

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

### FAIR AND REASONABLE PRICING

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

## Group Name: FSC 49 Maintenance and Repair Shop Equipment

### 253 2 --- Wheel & Tire Equipment:

Including, but not limited, to alignment equipment, wheel balancing equipment, brake service equipment, tire changing equipment, tire inflation cages, bead breakers, inflation systems, and brake lathes, and options and accessories.

**Sales:** \$1,886,319

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4910

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

### NAICS

Number	Description	Business Size
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers	100 employees

### 253 19 --- Diagnostic Equipment:

Including, but not limited to, dynamometers, multiple function testing, and analyzing units, on-board units, handheld units and borescopes, and options accessories.

**Sales:** \$427,148

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4910

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

**NAICS**

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	500 employees

**253 20 --- Vehicle Material Handling Equipment:**

Including, but not limited to, above ground and in-ground lifts, engine hoists, engine stands, jacks, and tire dollies. Includes equipment for maintenance and repair of automobiles, trucks, buses, motorcycles, and aircraft, and options and accessories.

**Sales:** \$6,936,148

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4930

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

**NAICS**

Number	Description	Business Size
333921	Elevator and Moving Stairway Manufacturing	500 employees

**253 24 --- Lubrication Equipment:**

Including, but not limited to, pumping, metering, and dispensing equipment and systems, and options and accessories.

**Sales:** \$155,535

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4930

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

**NAICS**

Number	Description	Business Size
333911	Pump and Pumping Equipment Manufacturing	500 employees
333913	Measuring and Dispensing Pump Manufacturing	500 employees

**253 39 --- Air Compressors:**

Including, but not limited to, single or multi-stage compressors, electric or gasoline engine powered, portable, permanent or trailer mounted, and options and accessories.

**Sales:** \$851,799

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4310

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

**NAICS**

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	500 employees

**253 40 --- Environmental Equipment and Services related to Maintenance and Repair Shop Equipment:**

Including, but not limited to, recycling services, refrigerant recycling, antifreeze coolant recycling, filter crushers, oil recyclers, waste oil refining units, aerosol can recycling units, drum crushers and solvent, tire cutters, wheel crushes, bead notches, and options and accessories.

**Sales:** \$2,947,293

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4940

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

**NAICS**

Number	Description	Business Size
339999	All Other Miscellaneous Manufacturing	500 employees
562112	Hazardous Waste Collection	\$35.5 million
562219	Other Nonhazardous Waste Treatment and Disposal	\$35.5 million

**253 46 --- Miscellaneous Maintenance and Repair Shop Supplies:**

Including, but not limited to, funnels, liquid measures, and gas cans, equipment covers, containers, work steps, options and accessories.

**Sales:** \$695,275

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4940

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

**NAICS**

Number	Description	Business Size
339999	All Other Miscellaneous Manufacturing	500 employees

**253 48A --- Pressure Cleaners - Underwriters Laboratories (UL) 1776 Certified:**

Including, but not limited to, personal unit, skid mounted, trailer-mounted surface cleaners, and options and accessories.

**Sales:** \$991,890

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 4940  
**Maximum Order :** \$150,000

**NAICS**

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	500 employees

**253 48C --- Pressure Cleaners - Not UL-1776 Certified:**

Including, but not limited to, personal unit, skid mounted, trailer-mounted surface cleaners, and options and accessories.

**Sales:** \$589,998  
**Sales Period:** Oct 1, 2012 to Sep 30, 2013  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 4940  
**Maximum Order :** \$150,000

**NAICS**

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	500 employees

**253 49 --- Automatic Cleaning Machines & Parts Washers:**

Including, but not limited to, re-circulating, agitating machines, dipping type, or ultrasonic units, and options and accessories. Solutions may be included as accessories to the machines.

**Sales:** \$2,531,013  
**Sales Period:** Oct 1, 2012 to Sep 30, 2013  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 4940  
**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	500 employees

**253 50 --- Blasters and Media:**

Including, but not limited to, sand or glass media, bead or grit media, or non-hazardous, and protective equipment and clothing, including options and accessories. Plastic Media in First Article approved.

**Sales:** \$1,749,581  
**Sales Period:** Oct 1, 2012 to Sep 30, 2013  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 4940  
**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
327910	Abrasive Product Manufacturing	500 employees

**253 51 --- Spray Paint Booths and Equipment:**

Including, but not limited to, Air and airless spray equipment, including spray guns, tips, filters, protective clothing, respirators, industrial ovens, and options and accessories.

**Sales:** \$994,056

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4940

**Maximum Order :** \$750,000

**NAICS**

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	500 employees
333991	Power-Driven Hand Tool Manufacturing	500 employees

**253 52 --- Miscellaneous Abrasives:**

Including, but not limited to, abrasive discs, belts, cloths, paper, wheels, roll, sponges and stones, and options accessories.

**Sales:** \$1,329,157

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5345

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

**NAICS**

Number	Description	Business Size
327910	Abrasive Product Manufacturing	500 employees

**253 90 --- Ancillary Services related to Maintenance and Repair Shop Equipment:**

Including services relating to and ordered in conjunction with products purchased under the supply schedule contract, such as installation, start-up, maintenance, repair, operator instruction/training, and consultation services. EXCLUDES Construction as defined under FAR 2.101; Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36; and commercial services applicable to the Service Contract Act.

**Sales:** \$116,265

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

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

**NAICS**

Number	Description	Business Size
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811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7 million
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### 253 91 --- Lease/Rental of Vehicle Maintenance and Repair Shop Equipment:

**Sales:** \$22,900

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

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

#### NAICS

Number	Description	Business Size
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	\$30 million

### 253 97 --- Ancillary Repair and Alterations related to Maintenance and Repair Shop Solutions

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 simple concrete work, simple hanging of exhaust ducts and tubing, basic electrical or plumbing work, removal/relocation of non-load bearing walls, minor alterations to install Maintenance and Repair Shop related equipment, 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 the Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 253 97 Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

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 alteration 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 and A services.

This R and A SIN shall not be used for PBS leased space.

Any Agency contracting officer ordering services under this SIN for Ancillary Repair and Alterations is responsible for complying with his or her agency's internal policies when procuring R and 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, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** Z159

**Maximum Order :** \$250,000

#### NAICS

Number	Description	Business Size
236210	Industrial Building Construction	\$33.5 million
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7 million

#### **253 99 --- Introduction of New Services/Products relating to Maintenance and Repair Shop Equipment:**

Includes, but not limited to, services and products not identified by existing SIN categories; includes Grinders, Jaw Pullers, Hydraulic presses, mobile fluid handling equipment and jumpseats, and options and accessories; and new technology, professional services, such as consulting, design assistance, and technical review/advice; and commercial services (such as repair and maintenance services) that are subject to Service Contract Act wages rates.

**Sales:** \$2,190,604

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

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

#### NAICS

Number	Description	Business Size
333912	Air and Gas Compressor Manufacturing	500 employees
333913	Measuring and Dispensing Pump Manufacturing	500 employees
333991	Power-Driven Hand Tool Manufacturing	500 employees
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7 million

## Group Name: FSC 54 Above Ground Storage Tanks and Fuel Management Systems

### 361 20A --- Above Ground Storage Tanks/Systems:

Including, but not limited to, Protected, fire resistant, non vaulted, single or dual compartment/single or double tank, waste oil systems, including options, parts and accessories. SET ASIDE FOR SMALL BUSINESS

NOTE: Set-Aside for Small Business

**Sales:** \$976,391

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 5430

**Maximum Order :** \$300,000

#### NAICS

Number	Description	Business Size
321992	Prefabricated Wood Building Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees

### 361 24 --- Fuel Management Systems/Units, Fuel Dispensing Units, Fuel Monitoring Systems:

Including, but nto limited to, systems and components for managing/monitoring pressure level, tank level, leak detection, systems diagnosis, inventory control, vapor leaks, and options, parts and accessories.

**Sales:** \$10,270,891

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5430

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
333913	Measuring and Dispensing Pump Manufacturing	500 employees

### 361 27 --- Ancillary Services for Above Ground Storage Tanks/Systems, Fuel Dispensing Units, and Fuel Management Systems:

Relating to and ordered in conjunction with products purchased under the supply schedule contract; including, but not limited to: Services necessary to the set up (assembly) of above ground storage tank systems (from design to start-up), off-loading, training and/or design assistance in conjunction with the purchase of tanks, systems, and/or fuel management systems and/or dispensing units. EXCLUDES Construction as defined by FAR 2.101. Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36, and services applicable to the Service Contract Act.

**Sales:** \$91,797

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5430

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
237120	Oil and Gas Pipeline and Related Structures Construction	\$33.5 million

**361 28 --- Installation and Site Preparation for Above Ground Storage Tanks/Systems, Fuel Dispensing Units, and Fuel Management Systems:**

Relating to and ordered in conjunction with products purchased under the supply schedule contract. Special ordering procedures, which include use of Davis Bacon wage rates and construction clauses for installation and site preparation, apply to this SIN. Excludes Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36.

**Sales:** \$322,765

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5430

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
237110	Water and Sewer Line and Related Structures Construction	\$33.5 million
237120	Oil and Gas Pipeline and Related Structures Construction	\$33.5 million
333913	Measuring and Dispensing Pump Manufacturing	500 employees

**361 97A --- Ancillary Repair and Alterations related to Above Ground Storage Tanks, Fuel Dispensing Equipment, and Fuel Management System Solutions**

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 concrete, simple installation of fire suppression, spill containment or security lighting, basic electrical or plumbing work, landscaping, minor alterations in conjunction with install of tanks, water filtration systems or sewer treatment equipment or systems, and similar noncomplex services. This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R and 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 the Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the

Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 361 97A Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

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 alteration 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 and 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 Repair and Alterations is responsible for complying with his or her agency's internal policies when procuring R and 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, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** Z294

**Maximum Order :** \$250,000

#### NAICS

Number	Description	Business Size
236210	Industrial Building Construction	\$33.5 million
236220	Commercial and Institutional Building Construction	\$33.5 million
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

### **361 99 --- Introduction of New Services and Products related to Above Ground Storage Tanks/System:**

Services and products not identified by existing SIN categories; includes new technology, professional services, such as consulting, design assistance, and technical review/advice; and commercial services (such as repair and maintenance services) that are subject to Service Contract Act wage rates.

**Sales:** \$1,444,600

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5430**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
327390	Other Concrete Product Manufacturing	500 employees
332420	Metal Tank (Heavy Gauge) Manufacturing	500 employees
333913	Measuring and Dispensing Pump Manufacturing	500 employees

**641 2 --- Water Filtration Systems:**

Including, but not limited to, units that filter out harmful bacteria and parasites using replaceable filter media; units to prepare water for consumption by persons without access to safe water supplies; and storage units for treated/potable water, including options and accessories.

**Sales:** \$4,337,685**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 4930**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees

**641 6 --- Sewage Treatment Equipment/Systems:**

Including, but not limited to, equipment for a sewage treatment facility and/or pretreatment of sewage wastewater generated by a small municipality; Septic Treatment Systems; Septic Tanks, Distribution station, lateral field plumbing station and all associated fixtures, including options and accessories.

**Sales:** \$57,177**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 4630**Maximum Order :** \$300,000**NAICS**

Number	Description	Business Size
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees

**Group Name: FSC 54 Pre-engineered/Prefabricated Buildings and Structures****056 01 --- Smart Buildings Systems Integrator**

Includes the comprehensive integration of building systems and technology using a non-proprietary and open architecture. Typical building systems to be integrated include: building automation, life safety, telecommunications, facilities management, security, energy and environmental control, HVAC, lighting, building envelope, access control, power management, cabling infrastructure/wireless, VOIP, video distribution, video surveillance,

data network, etc. Typical integration functions include, but are not limited to: requirements analysis, strategic systems planning, system configuration, implementation alternatives, integration planning, system component acquisition, component integration, testing and analysis, interaction with Building Operations Centers, collection/manipulation of smart building component data, configuration management and control, design-guide development, operational training and support, monitoring, reporting and managing of the systems, and systems maintenance.

**Sales:** \$0

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** J035

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

#### NAICS

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

### 361 10A --- Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions:

Includes, but not limited to, storage containers, warehousing structures, hazardous/chemical storage, energy/power shelters, communications shelters, garages, portable vehicle tents, car ports, aircraft hangars, maintenance shelters, vehicle inspection stations, equipment shelters, barns, sheds, freight/shipping containers, portable workshops, and mobile containers. May be wood, fiberglass, steel, aluminum, metal, tension fabric or other membrane material, pre-cast concrete and includes accessories and options. Structures and buildings are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$23,389,096

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5410

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

#### NAICS

Number	Description	Business Size
314910	Textile Bag and Canvas Mills	500 employees
321991	Manufactured Home (Mobile Home) Manufacturing	500 employees
321992	Prefabricated Wood Building Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees

### 361 10B --- Pre-Engineered and Prefabricated Buildings and Structures for In-Plant Solutions:

Including, but not limited to, in-plant offices, modular wall/partition systems and enclosures, mezzanines and wire partitions and enclosures, fire and sound panels, clean room enclosures, including accessories and options.

**Sales:** \$5,478,643

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 5410  
**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
321212	Softwood Veneer and Plywood Manufacturing	500 employees
321992	Prefabricated Wood Building Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees

### **361 10D --- Pre-Engineered and Prefabricated Buildings and Structures for Military, Disaster/Emergency Response, and Medical Facility Solutions:**

Including, but not limited to, Mobility systems for logistics support, operation/command centers, temporary living quarters and portable barracks, rapid deployment and operations shelters for support operations, expandable shelter systems, military vans, guard towers, bunkers, checkpoints, medical tents and facilities, deployment systems storage, and includes options and accessories. Buildings and structures are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$8,647,407  
**Sales Period:** Oct 1, 2012 to Sep 30, 2013  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 5410  
**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
321991	Manufactured Home (Mobile Home) Manufacturing	500 employees
321992	Prefabricated Wood Building Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees

### **361 10E --- Pre-Engineered and Prefabricated Buildings and Structures for Professional Facility Solutions:**

Including, but not limited to, offices, classrooms, laboratories, exhibition halls and other professional facilities. May be mobile, modular, tension fabric or membrane structures, pre-cast concrete, pre-engineered, skid-mounted, trailer-mounted, and includes accessories and options. Buildings and structures are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$6,534,135  
**Sales Period:** Oct 1, 2012 to Sep 30, 2013  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 5410  
**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
321991	Manufactured Home (Mobile Home) Manufacturing	500 employees

321992	Prefabricated Wood Building Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees

### **361 10G --- Pre-Engineered and Prefabricated Buildings and Structures for Outdoor Shelter and Security Shelter Solutions:**

Including, but not limited to, Guard houses/booths (with or without bullet resistance), ticket/cashier booths, parking attendant booths, smoking shelters, bus shelters, and concession stands. May be mobile, modular, pre-assembled, unassembled; pre-cast concrete, wood, metal, aluminum, steel, tension fabric or membrane, and includes accessories and options. Buildings and structures are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$1,781,374

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5410

**Maximum Order :** \$250,000

#### **NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
321992	Prefabricated Wood Building Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees
332991	Ball and Roller Bearing Manufacturing	750 employees

### **361 10H --- Pre-Engineered and Prefabricated Buildings and Structures for Restroom, Shower, and Laundry Solutions:**

Including, but not limited to, Portable or stationary restroom or restroom/shower buildings; restroom and shower trailers; restroom facilities such as port-a-potties, portable toilets and handicap accessible, ADA compliant, restroom facilities; comfort stations, mobile laundry facilities; pre-cast concrete restrooms; and includes accessories and options. Buildings and structures are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$10,391,189

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5410

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

#### **NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
314910	Textile Bag and Canvas Mills	500 employees
321991	Manufactured Home (Mobile Home) Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees
332311	Prefabricated Metal Building and Component Manufacturing	500 employees

### **361 30 --- Ancillary Services relating to Pre-Engineered/Pre-Fabricated Buildings and Structures:**

Including services relating to and ordered in conjunction with products purchased under the supply schedule contract, such as field assembly, training, consultation and design assistance.

Excludes Construction as defined by FAR 2.101; Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36, and services applicable to the Service Contract Act.

**Sales:** \$1,767,420

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5410

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

**NAICS**

Number	Description	Business Size
236210	Industrial Building Construction	\$33.5 million
236220	Commercial and Institutional Building Construction	\$33.5 million

**361 32 --- Ancillary Services relating to Pre-Engineered/Pre-Fabricated Buildings and Structures:**

Applicable to installation and site preparation ordered in conjunction with buildings and structures purchased under the supply schedule contract. Special ordering procedures, which include Davis Bacon wage rates and construction clauses for installation and site preparation apply to this SIN. Excludes Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36.

**Sales:** \$8,119,693

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5410

**Maximum Order :** \$350,000

**NAICS**

Number	Description	Business Size
236210	Industrial Building Construction	\$33.5 million
236220	Commercial and Institutional Building Construction	\$33.5 million
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

**361 50 --- Leasing of Pre-Engineered/Prefabricated Buildings and Structures:**

Including portable/mobile office buildings, temporary living quarters such as mobile homes and tension fabric structures; shower trailers, and portable restroom facilities such as portable toilet, port-a-potty; restroom trailer, comfort station. Lease/Rental of portable buildings and structures is suitable for support of emergency and disaster recovery efforts.

**Sales:** \$12,154,173

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5410

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	\$25.5 million

### **361 97 --- Ancillary Repair and Alterations related to Pre-Engineered/Prefabricated Building and Structures Solutions**

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 and 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 the Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 361 97 Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

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 alteration 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 and A services.

This R and A SIN shall not be used for PBS leased space.

Any Agency contracting officer ordering services under this SIN for Ancillary Repair and Alterations is responsible for complying with his or her agency's internal policies when procuring R and 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:** \$20,779

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No**FSC/PSC Code :** 5410**Maximum Order :** \$250,000**NAICS**

Number	Description	Business Size
236210	Industrial Building Construction	\$33.5 million
236220	Commercial and Institutional Building Construction	\$33.5 million
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million

**361 99A --- Introduction of New Services and Products related to Pre-Engineered/Prefabricated Buildings and Structures:**

Services and products not identified by existing SIN categories; includes new technology, stand-alone professional services, such as consulting design assistance, and technical review/advice; and stand-alone commercial services (such as repair and maintenance services) that are subject to Service Contract Act wage rates.

**Sales:** \$223,735**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 5410**Maximum Order :** \$250,000**NAICS**

Number	Description	Business Size
314910	Textile Bag and Canvas Mills	500 employees
321991	Manufactured Home (Mobile Home) Manufacturing	500 employees
321992	Prefabricated Wood Building Manufacturing	500 employees
327390	Other Concrete Product Manufacturing	500 employees

**Group Name: FSC 56 Building Materials****206 4 --- Energy Saving Lighting, Energy Efficient and/or Environmentally Friendly Lamps (light bulbs), Lighting Fixtures and Accessories, Indoor Emergency Lighting, Reading Lights, Lighting Sensor Systems:**

Including, but not limited to, fluorescent fixtures and reflectors; sodium and metal halide fixtures; diffusers; louvers, recessed or flush mounted electric fixtures, with or without reflectors, energy saving lighting ballasts, and retrofit kits for existing fixtures, lighting control systems, directional lighting; and options, parts and accessories.

NOTE: Effective January 17, 2011, products added by modification to current contracts or awarded under new contracts for Special Item Numbers (SINs) 206-4, Energy Saving Lighting, Energy Efficient and/or Environmentally Friendly Lamps (light bulbs) Lighting Fixtures and Accessories, Indoor Emergency Lighting, Reading Lights, Lighting Sensor Systems, either by new offer or modification must meet the following Government standards. For SIN 206-4, all light bulbs including fixtures with light bulbs, must meet Energy Star or Federal Energy Management Program (FEMP) requirements (where applicable), and be qualified Energy Star or FEMP compliant. Energy Star lighting specifications can be obtained through the website at [http://www.energystar.gov/index.cfm?c=new\\_specs.luminaires](http://www.energystar.gov/index.cfm?c=new_specs.luminaires).

Information on how products earn the ENERGY STAR label can be found at [http://www.energystar.gov/index.cfm?c=products.pr\\_how\\_earn](http://www.energystar.gov/index.cfm?c=products.pr_how_earn). Energy Star is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices. Product designation process for FEMP can be found at [http://www1.eere.energy.gov/femp/technologies/eep\\_fempdesignatedproducts.html](http://www1.eere.energy.gov/femp/technologies/eep_fempdesignatedproducts.html). To determine if you are submitting items that are listed in one of the luminaries specifications for items offered under SIN 206 4 please go to [http://www.energystar.gov/index.cfm?c=new\\_specs.luminaires](http://www.energystar.gov/index.cfm?c=new_specs.luminaires) and review the ENERGY STAR Luminaries V1.0 Final Specification document. If the products offered meet the eligibility criteria they must be ENERGY STAR qualified. If they do not meet the criteria (i.e. - there is no available specifications for the items offered), please make that attestation in writing.

**Sales:** \$5,510,270

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6210

**Maximum Order :** \$75,000

#### NAICS

Number	Description	Business Size
334413	Semiconductor and Related Device Manufacturing	500 employees
335110	Electric Lamp Bulb and Part Manufacturing	1000 employees
335121	Residential Electric Lighting Fixture Manufacturing	500 employees
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing	500 employees

#### 206 12 --- Airport Lighting, and related accessories:

Including, but not limited to, approach strobes, runway and taxiway lights, sign lighting, rugged all-weather outdoor facility lighting, athletic field lighting, permanent or portable, and option, parts and accessories. This SIN includes portable lighting suitable for emergency and disaster relief efforts.

**Sales:** \$1,424,540

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6210

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

#### NAICS

Number	Description	Business Size
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing	500 employees
335129	Other Lighting Equipment Manufacturing	500 employees

#### 563 4 --- Roofing Materials, Products and Services:

Including installation and site preparation, related to and ordered in conjunction with products for repair or replacement of an existing roof. Roofing products include: roof covering, including tarps suitable for support of emergency and disaster recovery efforts; coatings;

single and multi-ply membrane; retro-roof systems; green roofs; hot or cold laid roofing felts; shingles (excluding wood shingles); asphalts; tar; and associated applicable materials. Services include, but are not limited to: performance warranty/monitoring; roof maintenance; roof inspection, installation and site preparation; design assistance for roof information management system; training and consultation; asbestos core testing; moisture analysis; wind uplift testing; infrared scanning. Special ordering procedures, which include Davis Bacon wage rates and construction clauses for installation and site preparation, apply to this SIN. Excludes Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation FAR Part 36.

**Sales:** \$19,766,379

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5650

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

#### NAICS

Number	Description	Business Size
238160	Roofing Contractors	\$14 million
324122	Asphalt Shingle and Coating Materials Manufacturing	750 employees
332322	Sheet Metal Work Manufacturing	500 employees

#### 563 6 --- Access and Portable Flooring:

Including, but not limited to, general building or warehouse use, for temporary, permanent, or portable floors installed as a result of flooding, chemical damage/protection, water damage, electrical wiring protection, including options and accessories. Products include flooring suitable for emergency or disaster recovery efforts.

**Sales:** \$532,703

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5680

**Maximum Order :** \$75,000

#### NAICS

Number	Description	Business Size
326122	Plastics Pipe and Pipe Fitting Manufacturing	500 employees

#### 563 8 --- Erosion Control Fabric and Gabions

Biodegradable and non biodegradable

**Sales:** \$3,683

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5680

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

#### NAICS

Number	Description	Business Size
326122	Plastics Pipe and Pipe Fitting Manufacturing	500 employees

**563 15 --- Solar Window Film**

Transparent film with pressure sensitive adhesive (or equivalent) for application to glass to reduce solar heat gain, interior heat loss, ultra violet light and glare

**Sales:** \$58,348

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5640

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

**NAICS**

Number	Description	Business Size
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing	500 employees

**563 16 --- Security Film, Blast Mitigation, Bullet Resistant, and Glass Fragmentation Products for Doors, Windows, and Walls**

Including, but not limited to Transparencies, Glazings, And Film both clear and tinted, one-way

**Sales:** \$346,785

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5640

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

**NAICS**

Number	Description	Business Size
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing	500 employees

**563 23 --- Doors, Windows, Panels, and Shutters:**

Including, but not limited to, interior and exterior, residential and commercial, security doors and windows, security/bullet resistant panels, skylights, metal doors, patio doors, strip doors, overhead doors, garage doors, warehouse doors, screen doors, storm doors, wood doors and door frames, and options and accessories and associated hardware offered in conjunction with doors, shutters and windows.

**Sales:** \$448,971

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5520

**Maximum Order :** \$75,000

**NAICS**

Number	Description	Business Size
321911	Wood Window and Door Manufacturing	500 employees
321918	Other Millwork (including Flooring)	500 employees
332321	Metal Window and Door Manufacturing	500 employees

**563 25 --- Plumbing Products and Bathroom Fixtures:**

Including lavatories, bathtubs, water closets, toilets, urinals, waterless urinals, toilet partitions, shower stalls, toilet stalls, showers, fountains, basins, sinks, faucets, pipes, shower heads, toilet seats, toilet seat cover dispensers, soap dispensers, drain traps, including options and accessories. Energy efficient and water saving products/systems water saving products.

NOTE: SIN 563-25, all toilets, urinals, bathroom faucets and shower heads must meet WaterSense requirements and be certified as WaterSense compliant by obtaining certification through the U. S. Environmental Protection Agency (EPA) at [http://www.epa.gov/WaterSense/about\\_us/watersense\\_label.html](http://www.epa.gov/WaterSense/about_us/watersense_label.html).

**Sales:** \$2,952,578

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4510

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

**NAICS**

Number	Description	Business Size
326191	Plastics Plumbing Fixture Manufacturing	500 employees
332913	Plumbing Fixture Fitting and Trim Manufacturing	500 employees
332919	Other Metal Valve and Pipe Fitting Manufacturing	500 employees

**563 27 --- Industrial and Commercial Heating/Air Conditioning Units, Air Purification Equipment, HVAC Systems, Boiler Systems, Space Heaters, Air Curtains, Fans and Blowers:**

Energy efficient products including portable, window, wall or ceiling mounted air conditioners, ceiling fans, air curtains, commercial air cleaning units/systems, humidifiers, includes options and accessories such as air filters, thermostats, HVAC control panels, and replacements parts.

**Sales:** \$26,056,238

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4130

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

**NAICS**

Number	Description	Business Size
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing	500 employees
334413	Semiconductor and Related Device Manufacturing	500 employees

**563 28 --- Industrial and Commercial Electric and Gas Water Heaters, Boiled Water Heaters:**

Including options and accessories. Energy efficient/Energy Star rated products available.

NOTE: Under SIN 563-28, all gas water heaters must meet either Energy Star or Federal Energy Management Program (FEMP) requirements and be certified Energy Star or FEMP compliant. Certification for Energy Star can be obtained through the website at

www.energystar.gov. Product designation process for FEMP can be found at  
[http://www1.eere.energy.gov/femp/technologies/eep\\_fempdesignatedproducts.html](http://www1.eere.energy.gov/femp/technologies/eep_fempdesignatedproducts.html).

**Sales:** \$151,833

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4510

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

**NAICS**

Number	Description	Business Size
325211	Plastics Material and Resin Manufacturing	750 employees
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing	500 employees

**563 29 --- Miscellaneous Building Materials:**

Including, but not limited to, lumber, fencing, plastic lumber and fencing, wallboard, sheetrock, gypsum board, plywood, tile (wall, floor, ceiling), wall coverage (fabric, vinyl, woven), access and portable flooring, concrete, duct/electrical tape, weather strip, wire fabric, rubber deck covering, fiberglass, rubber and foam insulation, sound controlling block, including options and accessories. Products include energy efficient, eco-green, and environmentally friendly solutions. Products suitable for support of emergency or disaster recovery efforts (Excludes tools and instructions).

**Sales:** \$10,265,948

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5680

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

**NAICS**

Number	Description	Business Size
321113	Sawmills	500 employees
322220	Paper Bag and Coated and Treated Paper Manufacturing	500 employees
327120	Clay Building Material and Refractories Manufacturing	750 employees
331222	Steel Wire Drawing	1000 employees
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**563 30 --- Portable Roads, Airstrips, Helipads:**

Suitable for permanent or temporary use in support of emergency or disaster recovery efforts, combat zones, swamps, or areas made impassable by climactic conditions such as rain, flood, desert, and high wind, includes options and accessories. Products suitable for support of emergency or disaster recovery efforts.

**Sales:** \$1,401,324

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5680

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

**NAICS**

Number	Description	Business Size
332312	Fabricated Structural Metal Manufacturing	500 employees

### **563 97 --- Ancillary Repair and Alterations for Building Materials Solutions**

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 wallcovering install, carpeting, removal/relocation of non-load bearing walls, simple hanging of drywall, basic electrical or plumbing work, minor alterations necessary to repair or install building materials such as HVAC systems, doors, windows, lighting systems or water treatment systems, and similar noncomplex services. This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R and 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 the Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 563 97 Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

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 alteration 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 Repair and Alterations 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:** \$34,000**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** Z242**Maximum Order :** \$250,000**NAICS**

Number	Description	Business Size
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million
238320	Painting and Wall Covering Contractors	\$14 million
238330	Flooring Contractors	\$14 million

**563 98 --- Ancillary Services related to Building Materials/Supplies:**

And ordered in conjunction with products (other than roofing products ordered under SIN 563 4) purchased under the Supply schedule contract. Services include but are not limited to: set up, installation, training and/or design assistance. Excludes construction as defined under FAR 2.101. Architectural Engineering Services (A&E) under the Brooks Architect-Engineering Act as stated in Federal Regulation (FAR) Part 36; and stand -alone services applicable to the Service Contract Act.

**Sales:** \$2,617,367**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** Z242**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14 million
238320	Painting and Wall Covering Contractors	\$14 million
238330	Flooring Contractors	\$14 million

**563 99 --- Introduction of New Services and Products related to Building Materials/Supplies:**

Services and products not identified by existing SIN categories, includes new technology, professional services, such as consulting, design assistance, and technical review/advice; and stand-alone services (such as repair and maintenance services) that are subject to Service Contract Act wage rates.

**Sales:** \$845,879**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 5680**Maximum Order :** \$200,000**NAICS**

Number	Description	Business Size
811310	Commercial and Industrial Machinery and Equipment (except	\$7 million

	Automotive and Electronic) Repair and Maintenance	
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**641 1 --- Water Purification Units:**

Water treatment systems designed to capture, clean, re-use or pretreat wastewater. These commercial unit(s) should remove contaminants (such as oil, soluble oil, grease and soil) from a waste stream and then automatically store the cleaned water for re-use. The unit(s) treats water from high-volume, stream or pressure cleaning operations, such as motor pool cleaning, road maintenance equipment cleaning and tool parts cleaning. Also includes, Feeder System Units consisting of one or more pumps, with or without injector connections, hose and necessary fittings. Designed to introduce chemicals or chemical solutions used for water purification purposes, including options and accessories.

**Sales:** \$2,307,477

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 4610

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees

**Group Name: FSC 61 Power Distribution Equipment, Generators and Batteries****206 3 --- Alternative and Renewable Energy Solutions, Including Solar Energy Systems and Solar Lighting, Fuel Cells, Wind Power:**

Including all types of solar energy products, such as prepackaged PV and solar thermal systems, solar water pumping systems, and solar water heaters, and solar lighting, including all types of solar powered lighting, such as marine, aviation, roadway, sign lighting, indoor and outdoor lighting products and accessories. Includes, but not limited to, fuel cells, hydrogen based energy systems, wind energy systems, and other environmentally friendly renewable energy generation systems. This SIN includes alternative energy portable power sources and portable lighting suitable for support of emergency and disaster recovery efforts.

**Sales:** \$19,076,272

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6260

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing	500 employees
334413	Semiconductor and Related Device Manufacturing	500 employees
335121	Residential Electric Lighting Fixture Manufacturing	500 employees
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing	500 employees

**383 2 --- Portable, Standby, Backup or Prime Generators:**

Including, but not limited to, powered by electricity, gas, or diesel, rotary motor generators, trailer mounted units, enclosed mobile power generation standby units, load banks and generator transfer switches, parts, options and accessories. Products are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$25,600,705

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6115

**Maximum Order :** \$400,000

**NAICS**

Number	Description	Business Size
335312	Motor and Generator Manufacturing	1000 employees

**383 5 --- Batteries and Battery Chargers:**

Including, but not limited to, rechargeable batteries (carbon zinc, alkaline manganese dioxide, mercuric oxide), non-rechargeable batteries, dry cell batteries, stationary batteries, storage batteries, motive batteries, vehicle batteries; automotive and industrial truck battery chargers, stationary battery chargers; parts and accessories. Products are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$11,192,432

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6350

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

**NAICS**

Number	Description	Business Size
335911	Storage Battery Manufacturing	500 employees
335912	Primary Battery Manufacturing	1000 employees

**383 9 --- Battery and Alternator Monitoring Systems; Battery Spill Containment Systems; Parts and Accessories**

(FSC 6135 & 6140)

**Sales:** \$188,952

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6350

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

**NAICS**

Number	Description	Business Size
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	500 employees

**383 10 --- Portable Light Towers:**

Including, but not limited to, generator-sets, gen-sets and Batteries, observation towers, communication towers, and parts and accessories. Products are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$10,741,059

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6105

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
335129	Other Lighting Equipment Manufacturing	500 employees

**412 3 --- Surge Protection/Suppression:**

Including, but not limited to, sneak current protector, telecommunications surge protection, voltage sensitive devices, wall outlet surge protectors, and wall outlet surge protectors with EMI/RFI filtering, including parts and accessories.

**Sales:** \$247,097

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5920

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

**NAICS**

Number	Description	Business Size
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	500 employees

**412 8 --- Hard Wired Surge Protection and EMI/RFI Filtration Devices**

For use in power distribution systems of 120 volt single phase, and 208 or 380 volt phase power distribution. SET ASIDE FOR SMALL BUSINESS

NOTE: Set-Aside for Small Business

**Sales:** \$106,820

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 5920

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

**NAICS**

Number	Description	Business Size
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	500 employees

**412 14 --- Uninterruptible Power Supplies:**

Including, but not limited to, AC and DC regulated power supply, line conditioners, inverters, AC/DC and DC/DC Converters and UPS, frequency converters, parts and accessories.  
Products are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$32,980,504

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6125

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	500 employees

**412 15 --- Power Distribution Units**

**Sales:** \$13,266,682

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6125

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

**NAICS**

Number	Description	Business Size
335311	Power, Distribution and Specialty Transformer Manufacturing	750 employees
335313	Switchgear and Switchboard Apparatus Manufacturing	750 employees

**412 17 --- Switchgear, Panelboards, Switchboards, Load Centers, Metering:**

Including, but not limited to, electrical lookout devices and options, parts, and accessories.  
Products are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$9,116,292

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6125

**Maximum Order :** \$300,000

**NAICS**

Number	Description	Business Size
335313	Switchgear and Switchboard Apparatus Manufacturing	750 employees

**412 19 --- Transformers**

**Sales:** \$1,053,055

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6120

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

**NAICS**

Number	Description	Business Size
335311	Power, Distribution and Specialty Transformer Manufacturing	750 employees

**412 21 --- Electrical, Voltage, Generator Controls, Electric Motors, Motor Controllers/Motor Control Centers:**

Including, but not limited to, miscellaneous wiring, lay flat extensions, cable and conduit assemblies, breakers and extension kits and related options, parts and accessories. (Excludes Automotive Motors). Products are suitable for support of emergency and disaster recovery efforts.

**Sales:** \$6,694,541

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 6145

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

**NAICS**

Number	Description	Business Size
334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing	500 employees
335314	Relay and Industrial Control Manufacturing	750 employees

**412 50 --- Ancillary Service related to Power Distribution Equipment:**

Relating to and ordered in conjunction with products purchased under the supply Schedule contract. Including, but not limited to, services such as installation (design through startup), maintenance, and training. Excludes construction as defined under FAR 2.101; Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36; personal services; and stand-alone services applicable to the Service Contract Act.

**Sales:** \$10,496,611

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R412

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

**NAICS**

Number	Description	Business Size
237130	Power and Communication Line and Related Structures Construction	\$33.5 million

**412 51 --- Installation and Site Preparation Services for Power Distribution Equipment:**

Relating to and ordered in conjunction with products purchased under the supply Schedule

contract, including installation which requires construction. Special ordering procedures, which include Davis Bacon wage rates and construction clauses for installation and site preparation, apply to this SIN. Excludes Architectural Engineering Services (A and E) under the Brooks Architect-Engineers Act as stated in Federal Regulation (FAR) Part 36.

**Sales:** \$10,467,751

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** Y237

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

#### NAICS

Number	Description	Business Size
237130	Power and Communication Line and Related Structures Construction	\$33.5 million
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238910	Site Preparation Contractors	\$14 million

#### 412 52 --- Power Systems Engineering Support:

Includes, but not limited to, program management, engineering, technical, data management, and administrative support. Services offered must be in support of power systems and related products only. Excludes personal services and Architectural Engineering Services (A and E), as defined by the Brooks Architect-Engineers Act under FAR 36.

**Sales:** \$2,566,210

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R414

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

#### NAICS

Number	Description	Business Size
541330	Engineering Services	\$14 million

#### 412 97 --- Ancillary Repair and Alterations for Alternative Energy Systems, Power Generation Equipment, Generators, and Batteries Solutions

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, flooring, simple hanging of drywall, basic electrical or plumbing work, minor alterations in conjunction with install of standby, backup or prime generators or other power distribution equipment, and similar noncomplex services. This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R and 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 the Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 412 97 Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

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 alteration 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 and A services.

This R and A SIN shall not be used for PBS leased space.

Any Agency contracting officer ordering services under this SIN for Ancillary Repair and Alterations 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, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** S214

**Maximum Order :** \$250,000

#### NAICS

Number	Description	Business Size
237130	Power and Communication Line and Related Structures Construction	\$33.5 million
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14 million
238910	Site Preparation Contractors	\$14 million

#### **412 99 --- Introduction of New Services and Products related to Power Distribution Equipment, Generators and Batteries:**

Includes services and products not identified by existing SIN categories; includes new technology, professional services, such as consulting, design assistance, and technical review/advice; and stand-alone services (such as repair and maintenance services) that are subject to Service Contract Act wage rates.

**Sales:** \$5,781,020

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** W061

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
541620	Environmental Consulting Services	\$14 million
541990	All Other Professional, Scientific and Technical Services	\$14 million

**Group Name: FSG 39 Warehouse Equipment and Supplies**

**357 02 --- Warehouse Trucks and Tractors -**

Including, but not limited to, cargo, baggage, and industrial towing tractor, electric powered tow tractor, walk behind or riding tow tractor, flight line tow tractor, aircraft tug tractor, gas and diesel engine tractor, battery operated power assist vehicle (PAV), electric burden carrier, personnel carrier, options and accessories.

**Sales:** \$5,643,906

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3930

**Maximum Order :** \$125,000

**NAICS**

Number	Description	Business Size
336112	Light Truck and Utility Vehicle Manufacturing	1000 employees

**357 03 --- Utility Trucks, Platform Trucks, Hand Trucks and Mail Carts -**

Including, but not limited to, powered non-powered, utility carts, grocery carts, dollies, options and accessories.

**Sales:** \$1,396,503

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3920

**Maximum Order :** \$125,000

**NAICS**

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

**357 08 --- Dock Plates, Boards, Ramps, and Bridges**

**Sales:** \$915,046

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No**FSC/PSC Code :** 3990**Maximum Order :** \$125,000**NAICS**

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

**357 09B --- Pallet Trucks -**

Including, but not limited to, powered and non-powered, walk behind, riding, picker stacker, pallet jacks, pallet racks, options and accessories.

**Sales:** \$1,603,587**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 3990**Maximum Order :** \$125,000**NAICS**

Number	Description	Business Size
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750 employees

**357 10C --- Spill Containment Units, Containment Pallets, Non-Wooden Pallets -**

Including, but not limited to, drive-on berms, drum overpacks; metal drums refurbished IAW United Nations standards, plastic, composite or steel pallets, containment mats, options and accessories.

**Sales:** \$3,147,792**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 3990**Maximum Order :** \$125,000**NAICS**

Number	Description	Business Size
321920	Wood Container and Pallet Manufacturing	500 employees
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750 employees

**357 11C --- Warehouse Equipment and Supplies -**

Including, but not limited to, storage systems, storage racks, conveyors and conveyor systems, conveyor belts, slings, hooks, rope, chain, webbing, and material handling options and accessories such as strapping, shrink wrap, sealer, sealing iron, load binder, cord, and twine.

**Sales:** \$6,218,522**Sales Period:** Oct 1, 2012 to Sep 30, 2013**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 3990

**Maximum Order : \$125,000**

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
314994	Rope, Cordage, Twine, Tire Cord, and Tire Fabric Mills	1000 employees
326220	Rubber and Plastics Hoses and Belting Manufacturing	500 employees
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750 employees

**357 97 --- Ancillary Repair and Alterations related to Warehouse Equipment Solutions**

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 resurfacing of floors, simple hanging of drywall, basic electrical or plumbing work, removal/relocation of non-load bearing walls, minor alterations to install storage systems, conveyors or conveyor systems, and similar noncomplex services. This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R and 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 the Federal Supply Schedule contract.

This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.

Special Instructions: No award will be made under 357 97 Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

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 alteration 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 Repair and Alterations is responsible for complying with his or her agency s internal policies when procuring R and 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:** \$4,680

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

**Maximum Order :** \$250,000

**NAICS**

Number	Description	Business Size
238290	Other Building Equipment Contractors	\$14 million
238910	Site Preparation Contractors	\$14 million

**357 98 --- Ancillary Services relating to Warehouse Equipment and Supplies, relating to and ordered in conjunction with products purchased under the supply schedule contract - ^^**

Including but not limited to installation, start up, maintenance, repair, operator instruction/training, and consultation services. Excludes Construction as defined under FAR 2.101; Architectural Engineering Services (A and E) under the Brooks Architect- Engineers Act as stated in Federal Regulation (FAR) Part 36; and stand-alone, commercial services applicable to the Service Contract Act.

**Sales:** \$403,404

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

**Maximum Order :** \$125,000

**NAICS**

Number	Description	Business Size
238290	Other Building Equipment Contractors	\$14 million
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7 million

**357 99 --- Introduction of New Products/Services, related to Warehouse Equipment and Supplies -**

Services and products not identified by existing SIN categories; includes new technology, professional services, such as consulting, design assistance, and technical review/advice; and commercial services (such as repair and maintenance services) that are subject to Service Contract Act wage rates.

**Sales:** \$1,420,092

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

**Maximum Order :** \$125,000

**NAICS**

Number	Description	Business Size
238910	Site Preparation Contractors	\$14 million
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing	500 employees
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750 employees
335314	Relay and Industrial Control Manufacturing	750 employees
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7 million

### 361 01 --- Scaffolding And Accessories

SET ASIDE FOR SMALL BUSINESS

NOTE: Set-Aside for Small Business

**Sales:** \$80,890

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 5440

**Maximum Order :** \$75,000

#### NAICS

Number	Description	Business Size
332323	Ornamental and Architectural Metal Work Manufacturing	500 employees

### 361 05 --- Work and Service Platforms -

Manual or motorized, adjustable height; including, but not limited to, aerial lifts, man lifts, mechanical work tables, ergonomic lifts, split deck service platforms, scissor lifts, ladder systems, options and accessories.

**Sales:** \$12,508,410

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 5440

**Maximum Order :** \$300,000

#### NAICS

Number	Description	Business Size
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing	500 employees

### 629 01A --- Forklifts-Electric, Gas, LPG, and Diesel Powered -

Including, but not limited to, sit down, stand up, rider design, walk behind, stacker, straddle, narrow aisle, rider reach, and options and accessories, pneumatic or cushion tires, forklift batteries, battery charges, and repair or replacement parts, options and accessories.

**Sales:** \$20,423,610

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 3930

**Maximum Order :** \$250,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750 employees

**629 05 --- Maintenance, Rental and Lease of Forklifts**

**Sales:** \$337,401

**Sales Period:** Oct 1, 2012 to Sep 30, 2013

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R699

**Maximum Order :** \$500,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	\$30 million
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7 million

## Part II - CONTRACT TERMS AND CONDITIONS

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### Begin Regulation

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

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

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### Begin Regulation

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

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <http://www.FederalReporting.gov>.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
  - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

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

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

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

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

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

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

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

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

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

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

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —

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

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

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

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

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

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

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

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**Begin Regulation**

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**52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)**

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) \* \_\_\_\_\_ \*

(Address) \* \_\_\_\_\_ \*

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

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**Begin Regulation**

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**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS –  
COMMERCIAL ITEMS (JAN 2014) (ALTERNATE II – NOV 2013)**

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

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

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

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

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

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

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (JUL 2013)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (JUL 2013)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	Clause

52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)	Clause
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (NOV 2013)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause

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

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)	Clause
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (NOV 2007)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (FEB 2009)	Clause

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records,

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

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

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

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

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

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

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

(C) ~~52.219-8~~, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

(L) 52.222-54, Employment Eligibility Verification (Aug 2013).

(M) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

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**Begin Regulation**

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

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

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

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

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**Begin Regulation**

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**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)16.506(b)**

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

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

- (1) Any order for a single item in excess of SIN 253-52 \$50,000
- SINs 206-4, 361-01, 563-6, 563-23 \$75,000
- SINs 253-24, 253-40, 253-46, 253-99, 383-5, 383-9, 412-3 \$100,000
- SINs 206-12, 253-2, 253-48A, 253-48C, 253-90, 253-91, 361-10A, 361-30 \$150,000
- SINs 253-19, 253-20, 253-39, 253-49, 253-50, 361-10B, 361-10H, 412-51, 412-52, 563-4, 563-15, 563-16, 563-25, 563-27, 563-28, 563-29, 563-30, 563-98, 563-99 \$200,000
- SINs 361-10G, 361-99A, 629-01A, 357-97, 253-97, 361-97, 361-97A, 563-97 and 412-97 \$250,000

SINs 206-3, 361-05, 361-10D, 361-50, 361-20A, 361-27, 361-28, 361-99, 383-10, 641-1, 641-2, 641-6 \$300,000  
 SIN 361-32 \$350,000  
 SIN 383-2 \$400,000  
 SINs 361-10E, 361-24, 412-99 \$500,000  
 SIN 253-51 \$750,000;

(2) Any order for a combination of items in excess of SIN 253-52 \$50,000  
 SINs 206-4, 361-01, 563-6, 563-23 \$75,000  
 SINs 253-24, 253-40, 253-46, 253-99, 383-5, 383-9, 412-3 \$100,000  
 SINs 206-12, 253-2, 253-48A, 253-48C, 253-90, 253-91, 361-10A, 361-30 \$150,000  
 SINs 253-19, 253-20, 253-39, 253-49, 253-50, 361-10B, 361-10H, 412-51, 412-52, 563-15, 563-16, 563-25, 563-27, 563-28, 563-29, 563-30, 563-98, 563-99 \$200,000  
 SINs 361-10G, 361-99A, 629-01A, 357-97, 253-97, 361-97, 361-97A, 563-97 and 412-97 \$250,000  
 SINs 206-3, 361-05, 361-10D, 361-50, 361-20A, 361-27, 361-28, 361-99, 383-10, 641-1, 641-2, 641-6 \$300,000  
 SIN 361-32 \$350,000  
 SIN 383-2 \$400,000  
 SINs 361-10E, 361-24, 412-99 \$500,000  
 SIN 253-51 \$750,000; or

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

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

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

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**Begin Regulation**

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**52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**  
 16.506(e) FSS A/L FC-94-2

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

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

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

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

if the order were completed during the contract's effective period.

**Begin Regulation**

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

(a) Definitions.

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

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

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

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

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

**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.

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**Begin Regulation**

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**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND  
MATERIAL SAFETY DATA (JAN 1997)  
(ALTERNATE I—JUL 1995)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Begin Regulation**

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

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

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

(1) Be submitted in writing;

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

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

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

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

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**Begin Regulation**

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**52.232-40 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.

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**Begin Regulation**

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

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

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

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (SEP 2013)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) (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
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.222-6	DAVIS-BACON ACT (JUL 2005)	Clause
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (JUN 2010)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (OCT 2010) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (JUL 2013) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	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
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)	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
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause

552.232-8	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
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

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### Begin Regulation

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

(a) *Definitions.*

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

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

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

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

(b) *Rated Order Requirement.*

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

(c) *Additional information.*

Additional information may be obtained at the DOC DPAS website

<http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

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**Begin Regulation**

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
FSC 49 - Maintenance and Repair Shop Equipment  FSC 54 - Pre-Engineered/Prefabricated Buildings and Structures	No greater than the contractor's normal commercial delivery time.	_____
FSC 54 - Above Ground Storage Tanks & Fuel Mgmt Systems  FSC 56 - Building Materials	No greater than the contractor's normal commercial delivery time.	_____
FSC 61 - Power Distribution Equipment, Generators and Batteries  FSC 39 - Warehouse Equipment and Supplies	No greater than the contractor's normal commercial delivery time.	_____

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

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

_____	_____
_____	_____
_____	_____

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

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**Begin Regulation**

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**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.

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**Begin Regulation**

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

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

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I -- DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL	Clause

	2003)	
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.238-81	MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014) (ALTERNATE I – APR 2014)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)	Clause

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**Begin Regulation**

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

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

Number	Title	Clause/Provision
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)	Clause
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)	Clause
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)	Clause
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

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**Begin Regulation**

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

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases providing all of the following conditions are met:
  - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) Increases are requested before the last 60 days of the contract period.

- (3) At least 30 days elapse between requested increases.
- (c) The following material shall be submitted with the request for a price increase:
- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (d) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (e) The contract modification reflecting the price adjustment shall be made effective upon signature of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

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**Begin Regulation**

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

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

Eligible Ordering Activities

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

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

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

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

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

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

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

Telephone: (703) 605-9444

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**Begin Regulation**

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

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

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

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

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

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

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

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

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

YES NO

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

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**Begin Regulation**

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

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

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

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**Begin Regulation**

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

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

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**Begin Regulation**

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

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

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

(b) Definitions.

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico,

Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

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

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

Contractor will provide domestic and overseas delivery.

Contractor will provide overseas delivery only.

Contractor will provide domestic delivery only.

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

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

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

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

(3) *Tribal government* means—

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

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

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

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

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept

such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

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

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**Begin Regulation**

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

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

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

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

period.

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

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

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

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

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

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

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

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

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

Note: Regulation 552.238-80

This clause applies only if Recovery Purchasing is offered/awarded.

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**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).

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**Begin Regulation**

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

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

standard(s) applies. (Check one).

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

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

Product	Standard

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

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

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

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

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

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

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

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

**C-FSS-427 ANSI STANDARDS (JUL 1991)**

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

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

**C-FSS-439 ENVIRONMENTAL PROTECTION AGENCY  
REGISTRATION REQUIREMENT (APR 1996)**

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided below, the manufacturer's and/or distributor's name and the "EPA Registration Number" for each item offered. Any offer which does not specify a current "EPA Registration Number" in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

ITEM NUMBERS	NAME OF MANUFACTURER/ DISTRIBUTOR	EPA REGISTRATION NUMBER	DATE OF EXPIRATION

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions—Commercial Items), whichever is applicable to the resultant contract.

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**Begin Regulation**

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**CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART  
51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES)  
(JAN 2010)**

(a) *General Background.*

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

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

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

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**Begin Regulation**

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

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

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

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

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

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

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

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**Begin Regulation**

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**D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992)**

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1, 1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and

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

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

ITEMS (NSN's, SIN's or Descriptive Name of Articles, as appropriate)	Charge for Performance-Oriented Packaging

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.

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**Begin Regulation**

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

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

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

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**Begin Regulation**

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

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

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**Begin Regulation**

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

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

(b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove

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

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

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**Begin Regulation**

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**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

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**Begin Regulation**

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**F-FSS-202-G DELIVERY PRICES (JAN 1994)**

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing

such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	Yes	No
Alaska		
Hawaii		
Puerto Rico		

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

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**Begin Regulation**

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**F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE  
(JAN 1994)**

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

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**Begin Regulation**

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

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

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

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

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

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**Begin Regulation**

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

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

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**Begin Regulation**

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

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

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**Begin Regulation**

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**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION  
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
ZIP CODE \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

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**Begin Regulation**

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**G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM  
(MAS) (JAN 1999)**

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

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**Begin Regulation**

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**G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)**

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

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**Begin Regulation**

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**G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL  
PERIOD—PLACING OF ORDERS (OCT 1988)**

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

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**Begin Regulation**

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

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

(b) Definitions—

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

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

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

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

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

Contractor will provide domestic delivery only.

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

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

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

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

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### Begin Regulation

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#### **I-FSS-106 GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by

the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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**Begin Regulation**

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**I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)**

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language  
52.214-35 Submission of Offers in U.S. Currency  
52.247-34 FOB Destination  
52.247-38 FOB Inland Carrier, Country of Exportation  
52.247-39 FOB Inland Point, Country of Importation  
C-FSS-412 Characteristics of Electric Current  
D-FSS-471 Marking and Documentation Requirements Per Shipment  
D-FSS-477 Transshipments  
F-FSS-202-F Delivery Prices  
I-FSS-314 Foreign Taxes and Duties  
I-FSS-594 Parts and Service

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**Begin Regulation**

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**I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)**

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

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**Begin Regulation**

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**I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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**Begin Regulation**

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**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000) (DEVIATION I – AUG 2011)**

(FSS A/L 00-3a) 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) Performance has been acceptable under the contract.
  - (3) Subcontracting goals have been reviewed and approved.
- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.
- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

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**Begin Regulation**

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**I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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**Begin Regulation**

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**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

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**Begin Regulation**

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**I-FSS-597 GSA *ADVANTAGE!*® (SEP 2000)**

- (a) The Contractor must participate in the GSA *Advantage!*® online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract

data), and 552.243-72, Modifications (which addresses electronic file updates).

Note: Regulation I-FSS-597  
Citation should be 552.238-81 instead of 552.243-72

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**Begin Regulation**

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**I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)**

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at [http://www.defenselink.mil/releases/1999/b03011999\\_bt079-99.html](http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html).

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will

be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!*<sup>®</sup>

(1) GSA *Advantage!*<sup>®</sup> will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA *Advantage!*<sup>®</sup> enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*<sup>®</sup> may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

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**Begin Regulation**

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**I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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**Begin Regulation**

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**I-FSS-600 CONTRACT PRICE LISTS (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!*<sup>®</sup>, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!*<sup>®</sup> for further information.

(3) Further details on EDI, ICs, and *GSA Advantage!*<sup>®</sup> can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

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

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

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

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the

Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

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

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

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/](http://www.Section508.gov/).
25. Data Universal Number System (DUNS) number.

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

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

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

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the:

GSA, Federal Supply Service  
National Customer Service Center (QCOCC)  
Bldg. #4, 1500 E. Bannister Road  
Kansas City, MO 64131-3009  
Telephone: 1(800) 488-3111

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**Begin Regulation**

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**I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

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**Begin Regulation**

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**I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)**

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

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**Begin Regulation**

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**I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

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**Begin Regulation**

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**I-FSS-680 DISSEMINATION OF INFORMATION BY  
CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

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**Begin Regulation**

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

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

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**Begin Regulation**

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**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD  
SCHEDULE (JAN 2002)**

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
  - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
  - (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the

designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

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

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed to be determined at time of award percent (to be determined at time of award%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969  
Citation should be 552.238-81 instead of 552.243-72

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**Begin Regulation**

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**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Note: Regulation K-FSS-1

Note: Regulation K-FSS-1 Offerors must obtain a Level 3 Digital Authentication Certificate in order to access the eOffer system. Currently the only acceptable digital certs are: Iden Trust and Operational Research Consultants (ORC). In order to facilitate the timely processing of your offer and administration of the resultant contract, it is highly recommended that you have at least two(2) persons with digital certificates listed as Authorized Negotiators in your offer and authorized to sign, at least one of which is an employee of the offering company. All authorized negotiators must be identified in K-FSS-1 "Authorized Negotiators (March 1998). For information and instructions on obtaining digital certificates, visit the eOffer website (<http://eoffer.gsa.gov>). Your company's authorized negotiators' names and email addresses must be entered exactly as they appear on the negotiators' digital certificates (e.g., no periods after middle initials).

## Part III - VENDOR INSTRUCTIONS

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### Begin Regulation

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#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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**Begin Regulation**

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**52.209-7 INFORMATION REGARDING RESPONSIBILITY**

**MATTERS (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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in —
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in 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.]*

\_\_\_\_\_ **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-priced with an economic price adjustment, indefinite delivery, indefinite quantity, contract resulting from this solicitation.

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

**52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE**

**CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (NOV 2007)**

(a) The offeror shall check the following certification:

**CERTIFICATION**

The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that--

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act--

- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
- (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and
- (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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**Begin Regulation**

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**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
 General Services Administration Center of Greater Southwest Acquisition 819 Taylor Street,  
 Room 7A37 Fort Worth, TX 76102-6114 Attachments 1, 2, 3, and 4 - Donna Renner  
 (7QSADC-D8) Attachments 5 and 6 - Cheryl Goff (7QSADB-S5)

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

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**Begin Regulation**

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**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

Number	Title	Clause/Provision
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013)	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 ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision

52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (MAR 2012)	Provision

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**Begin Regulation**

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**552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

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**Begin Regulation**

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**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

<b>PAYMENT ADDRESS</b>

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

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**Begin Regulation**

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**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)**

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

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**Begin Regulation**

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**A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)**

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

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**Begin Regulation**

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

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR:**

- (a) FSC GROUP x PART x SECTION x
- COMMODITY: x
- FSC CLASS(ES)/PRODUCT CODE(S): x
- (b) STANDARD INDUSTRY GROUP: x
- SERVICE: x
- SERVICE CODE(S): x

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

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**Begin Regulation**

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

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: SINS 361-01, 361-20A and 412-8.

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**Begin Regulation**

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**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND  
HOURS OF OPERATION (NOV 1999)**

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

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**Begin Regulation**

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**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 056 are listed below

<b>SIN #</b>	<b>SIN Title</b>	<b>Total Sales in \$</b>
056 01	Smart Buildings Systems Integrator	\$0
206 3	Alternative and Renewable Energy Solutions, Including Solar Energy Systems and Solar Lighting, Fuel Cells, Wind Power:	\$19,076,272
206 4	Energy Saving Lighting, Energy Efficient and/or Environmentally Friendly Lamps (light bulbs), Lighting Fixtures and Accessories, Indoor Emergency Lighting, Reading Lights, Lighting Sensor Systems:	\$5,510,270
206 12	Airport Lighting, and related accessories:	\$1,424,540
253 2	Wheel & Tire Equipment:	\$1,886,319
253 19	Diagnostic Equipment:	\$427,148
253 20	Vehicle Material Handling Equipment:	\$6,936,148
253 24	Lubrication Equipment:	\$155,535
253 39	Air Compressors:	\$851,799
253 40	Environmental Equipment and Services related to Maintenance and Repair Shop Equipment:	\$2,947,293
253 46	Miscellaneous Maintenance and Repair Shop Supplies:	\$695,275

253 48A	Pressure Cleaners - Underwriters Laboratories (UL) 1776 Certified:	\$991,890
253 48C	Pressure Cleaners - Not UL-1776 Certified:	\$589,998
253 49	Automatic Cleaning Machines & Parts Washers:	\$2,531,013
253 50	Blasters and Media:	\$1,749,581
253 51	Spray Paint Booths and Equipment:	\$994,056
253 52	Miscellaneous Abrasives:	\$1,329,157
253 90	Ancillary Services related to Maintenance and Repair Shop Equipment:	\$116,265
253 91	Lease/Rental of Vehicle Maintenance and Repair Shop Equipment:	\$22,900
253 97	Ancillary Repair and Alterations related to Maintenance and Repair Shop Solutions	\$0
253 99	Introduction of New Services/Products relating to Maintenance and Repair Shop Equipment:	\$2,190,604
357 02	Warehouse Trucks and Tractors -	\$5,643,906
357 03	Utility Trucks, Platform Trucks, HandTrucks and Mail Carts -	\$1,396,503
357 08	Dock Plates, Boards, Ramps, and Bridges	\$915,046
357 09B	Pallet Trucks -	\$1,603,587
357 10C	Spill Containment Units, Containment Pallets, Non-Wooden Pallets -	\$3,147,792
357 11C	Warehouse Equipment and Supplies -	\$6,218,522
357 97	Ancillary Repair and Alterations related to Warehouse Equipment Solutions	\$4,680
357 98	Ancillary Services relating to Warehouse Equipment and Supplies, relating to and ordered in conjunction with products purchased under the supply schedule contract - ^^	\$403,404
357 99	Introduction of New Products/Services, related to Warehouse Equipment and Supplies -	\$1,420,092
361 01	Scaffolding And Accessories	\$80,890
361 05	Work and Service Platforms -	\$12,508,410
361 10A	Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions:	\$23,389,096
361 10B	Pre-Engineered and Prefabricated Buildings and Structures for In-Plant Solutions:	\$5,478,643
361 10D	Pre-Engineered and Prefabricated Buildings and Structures for Military, Disaster/Emergency Response, and Medical Facility Solutions:	\$8,647,407
361 10E	Pre-Engineered and Prefabricated Buildings and Structures for Professional Facility Solutions:	\$6,534,135
361 10G	Pre-Engineered and Prefabricated Buildings and Structures for Outdoor Shelter and Security Shelter Solutions:	\$1,781,374
361 10H	Pre-Engineered and Prefabricated Buildings and Structures for Restroom, Shower, and Laundry Solutions:	\$10,391,189
361 20A	Above Ground Storage Tanks/Systems:	\$976,391
361 24	Fuel Management Systems/Units, Fuel Dispensing Units, Fuel Monitoring Systems:	\$10,270,891

361 27	Ancillary Services for Above Ground Storage Tanks/Systems, Fuel Dispensing Units, and Fuel Management Systems:	\$91,797
361 28	Installation and Site Preparation for Above Ground Storage Tanks/Systems, Fuel Dispensing Units, and Fuel Management Systems:	\$322,765
361 30	Ancillary Services relating to Pre-Engineered/Pre-Fabricated Buildings and Structures:	\$1,767,420
361 32	Ancillary Services relating to Pre-Engineered/Pre-Fabricated Buildings and Structures:	\$8,119,693
361 50	Leasing of Pre-Engineered/Prefabricated Buildings and Structures:	\$12,154,173
361 97	Ancillary Repair and Alterations related to Pre-Engineered/Prefabricated Building and Structures Solutions	\$20,779
361 97A	Ancillary Repair and Alterations related to Above Ground Storage Tanks, Fuel Dispensing Equipment, and Fuel Management System Solutions	\$0
361 99	Introduction of New Services and Products related to Above Ground Storage Tanks/System:	\$1,444,600
361 99A	Introduction of New Services and Products related to Pre-Engineered/Prefabricated Buildings and Structures:	\$223,735
383 2	Portable, Standby, Backup or Prime Generators:	\$25,600,705
383 5	Batteries and Battery Chargers:	\$11,192,432
383 9	Battery and Alternator Monitoring Systems; Battery Spill Containment Systems; Parts and Accessories	\$188,952
383 10	Portable Light Towers:	\$10,741,059
412 3	Surge Protection/Suppression:	\$247,097
412 8	Hard Wired Surge Protection and EMI/RFI Filtration Devices	\$106,820
412 14	Uninterruptible Power Supplies:	\$32,980,504
412 15	Power Distribution Units	\$13,266,682
412 17	Switchgear, Panelboards, Switchboards, Load Centers, Metering:	\$9,116,292
412 19	Transformers	\$1,053,055
412 21	Electrical, Voltage, Generator Controls, Electric Motors, Motor Controllers/Motor Control Centers:	\$6,694,541
412 50	Ancillary Service related to Power Distribution Equipment:	\$10,496,611
412 51	Installation and Site Preparation Services for Power Distributon Equipment:	\$10,467,751
412 52	Power Systems Engineering Support:	\$2,566,210
412 97	Ancillary Repair and Alterations for Alternative Energy Systems, Power Generation Equipment, Generators, and Batteries Solutions	\$0
412 99	Introduction of New Services and Products related to Power Distribution Equipment, Generators and Batteries:	\$5,781,020
563 4	Roofing Materials, Products and Services:	\$19,766,379
563 6	Access and Portable Flooring:	\$532,703
563 8	Erosion Control Fabric and Gabions	\$3,683

563 15	Solar Window Film	\$58,348
563 16	Security Film, Blast Mitigation, Bullet Resistant, and Glass Fragmentation Products for Doors, Windows, and Walls	\$346,785
563 23	Doors, Windows, Panels, and Shutters:	\$448,971
563 25	Plumbing Products and Bathroom Fixtures:	\$2,952,578
563 27	Industrial and Commercial Heating/Air Conditioning Units, Air Purification Equipment, HVAC Systems, Boiler Systems, Space Heaters, Air Curtains, Fans and Blowers:	\$26,056,238
563 28	Industrial and Commercial Electric and Gas Water Heaters, Boiled Water Heaters:	\$151,833
563 29	Miscellaneous Building Materials:	\$10,265,948
563 30	Portable Roads, Airstrips, Helipads:	\$1,401,324
563 97	Ancillary Repair and Alterations for Building Materials Solutions	\$34,000
563 98	Ancillary Services related to Building Materials/Supplies:	\$2,617,367
563 99	Introduction of New Services and Products related to Building Materials/Supplies:	\$845,879
629 01A	Forklifts-Electric, Gas, LPG, and Diesel Powered -	\$20,423,610
629 05	Maintenance, Rental and Lease of Forklifts	\$337,401
641 1	Water Purification Units:	\$2,307,477
641 2	Water Filtration Systems:	\$4,337,685
641 6	Sewage Treatment Equipment/Systems:	\$57,177

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**Begin Regulation**

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**L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)**

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
- (1) Notice that discussions are concluded;
  - (2) Notice that this is the opportunity to submit a final proposal revision;
  - (3) The specified cutoff date and time;
  - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by SEE PARAGRAPH (b)(3) ABOVE.

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**Begin Regulation**

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**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS  
(INSP) (NOV 2000)**

(a) Definition.

*Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Note: Regulation L-FSS-400 Citation should be 552.238-81 instead of 552.243-72
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**Begin Regulation**

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**L-FSS-59 AWARD (APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

## Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

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### Begin Regulation

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#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (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.

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**Begin Regulation**

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**552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)**

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

IMPORTANT NOTICE: Offerors must register in the System for Award Management (SAM) at <https://www.sam.gov> and have a current registration as of the date the offer is submitted. Offerors should complete a copy of paragraph (b) of this clause if any representations and certifications for this solicitation differ from those posted in the Offeror's SAM file and upload it as an "Other (optional-offeror defined)" document in eOffer.

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### Begin Regulation

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#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“*Forced or indentured child labor*” means all work or service —

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Inverted domestic corporation*”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except —

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Restricted business operations*” — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“*Sensitive technology*”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“*Service-disabled veteran-owned small business concern*” —

- (1) Means a small business concern —
  - (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“*Small business concern*” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“*Subsidiary*” means an entity in which more than 50 percent of the entity is owned —

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“*Veteran-owned small business concern*” means a small business concern —

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“*Women-owned business concern*” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern —

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“*Women-owned small business (WOSB) concern eligible under the WOSB Program*” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the 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 (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

*These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on 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.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are

*participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_\_\_ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either —

(A) It \_\_\_\_\_ is, \_\_\_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the 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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act — Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin

(List as Necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as Necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains

unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

\_\_\_\_\_ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_\_ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) \_\_\_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_\_\_ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

x (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.

x (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that —

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.