

Solicitation Document

Title : **Office Products and Supplies**

Solicitation Number : **2FYB-BU-050001-B**

Refresh Number : **34**

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COVER PAGE

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.

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. 2FYB-BU-050001-B Refresh 34

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 75 PART N/A SECTION N/A

COMMODITY: Office Products/Supplies and Services

FSC CLASS(ES)/PRODUCT CODE(S): 7510

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

SERVICE: Various

SERVICE CODE(S): Various

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

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

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

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

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

Number	Title	Clause/Provision
552.216-70	ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999)	Clause

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

Number	Title	Clause/Provision
552.216-70	ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999)	Clause

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

Number	Title	Clause/Provision
I-FSS-599	ELECTRONIC COMMERCE - FACNET (APRIL 2018)	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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_____ **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: US General Services Administration
Federal Acquisition Service
Northeast & Caribbean Supply and Acquisition Center
One World Trade Center
55th floor; Room 55W09
New York, NY 10007-0089

or

Phone GSA Contact: GSA SmartShop, 212-264-0868, E-mail: smartshop@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.**

_____ **Begin Regulation** _____

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.

Begin Regulation

SCP-FSS-001-N INSTRUCTIONS APPLICABLE TO NEW OFFERORS (APR 2019)

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

Solicitation provisions and their applicability are detailed below:

- (1) SCP-FSS-002 *Specific Proposal Submission Instructions for Services* – Applies to all offers that propose services, with the exception of offers under Schedule 70 and 00CORP.
- (2) SCP-FSS-003 *Specific Proposal Submission Instructions for Products* – Applies to all offers that propose products, with the exception of offers under Schedule 70.
- (3) SCP-FSS-004 *Specific Proposal Submission Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.
- (4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks.
- (5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore.
- (6) SCP-FSS-008 *Special Proposal Instructions for Schedule 00CORP* – Applies only to offers submitted under Schedule 00CORP – Professional Services Schedule(PSS).

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. Offers submitted under Schedule 00CORP are required to comply with SCP-FSS-008 and SCP-FSS-003.

(g) The following documents must be submitted by all offerors and are detailed in paragraph (j). See SCP-FSS-002, 003, 004, 005, 006, and 008, as applicable, for additional documents that are required based on specific product and service offerings.

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

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

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

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

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

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

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

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

ii. The offeror must complete and submit the *Readiness Assessment for Prospective Offerors*. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Vendor Toolbox

(Readiness Assessment).” The Readiness Assessment must be completed by a company officer (i.e., President, CEO, CFO, etc.) and completed/dated within the past one-year period. This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

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

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

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

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

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

1) A copy of the cancellation letter or notification of determination not to exercise an option,

2) Current Federal sales in excess of \$25,000, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided,

3) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 *Contract Sales Criteria*,

4) A marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract.

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

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

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

vi. The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause

552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

Note: GSA's subcontracting goals can be found at the following website:

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

(2) Section II – Technical Proposal

The offeror must address the three technical proposal factors below.

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

- (A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed – a minimum of two (2) years of corporate experience is required,
- (B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,
- (C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,
- (D) Information that demonstrates the offeror's organizational and accounting controls,
- (E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,
- (F) A description of how the offeror intends to market the proposed products/services to Federal clients,
- (G) A discussion regarding the intended use of subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

(3) Section III – Price Proposal

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

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

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

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This

fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

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

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

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

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

OR

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

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

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

(k) Raising the Bar

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

(1) AbilityOne Program Products

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

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is

not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the procurement list at https://www.abilityone.gov/procurement_list/.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov/, or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

(2) Manufacturer Part Number and Universal Product Code Data

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

(3) GSA Advantage Purchase Order (PO) Portal

The offeror must use EDI, cXML or the GSA Advantage Purchase Order (PO) Portal to provide order acknowledgment information that enables 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 GSA Advantage Purchase Order (PO) Portal, which is accessible at <https://www.poportal.gsa.gov/poportal/welcome.do> gives GSA schedule contractors quick and easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies.

For more information on the PO portal review the PO Portal helpguide at: https://www.gsaadvantage.gov/images/products/elib/pdf_files/pohp.pdf.

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

The offeror must 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.

(5) Section 508 Standards

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit <https://www.section508.gov/>.

(6) Full-Product and Broad-Service Offerings

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

(7) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

Begin Regulation

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

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

(1) Section I Administrative/Contract Data –

- (i) Complete the Summary of Offer document.

(2) Section II Technical Proposal

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

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

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

Each project description must also address the following elements:

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

The Offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN-relevant work. All examples of

completed services must have been deemed acceptable by the customer.

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

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

(C) If relevant project experience does not exist, the Offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the Offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

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

(3) Section III Price Proposal:

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

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

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

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

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

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

1. The Service Contract Act (SCA) applies to all nonprofessional services to be

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

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

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

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

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

Begin Regulation

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

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) 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.
- (c) Offerors proposing products must also comply with the following:

(1) Section I - Administrative/Contract Data

- (i) The offeror must complete and upload to eOffer 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 uploaded to eOffer. See clause I-FSS-644 *Dealers and Suppliers* in the Basic Solicitation and the letter requirements. Failure to provide an acceptable Letter of Commitment/Supply may result in rejection of the offer. See Letter of Supply Template for required language.

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

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

Begin Regulation

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

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$700,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Begin Regulation

SCP-FSS-001-N INSTRUCTIONS APPLICABLE TO NEW OFFERORS (APR 2019) (ALTERNATE IV - JUL 2016)

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) Electronic submission of offers via GSA’s eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.
- (c) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see “Exceptions to Terms and Conditions” under the Standard Response module).
- (d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire

due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or the expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.

(e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting (Alternate I)*.

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

Solicitation provisions and their applicability are detailed below:

(1) SCP-FSS-002 *Specific Proposal Submission Instructions for Services* – Applies to all offers that propose services, with the exception of offers under Schedule 70 and 00CORP.

(2) SCP-FSS-003 *Specific Proposal Submission Instructions for Products* – Applies to all offers that propose products, with the exception of offers under Schedule 70.

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

(4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks.

(5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore.

(6) SCP-FSS-008 *Special Proposal Instructions for Schedule 00CORP* – Applies only to offers submitted under Schedule 00CORP – Professional Services Schedule (PSS).

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. Offers submitted under Schedule 00CORP are required to comply with SCP-FSS-008 and SCP-FSS-003.

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

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

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

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

- (1) Readiness Assessment for Prospective Offerors,
- (2) Financial Statements,
- (3) Previous FSS program cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,
- (4) Agent Authorization Letter (if applicable),
- (5) Completed Past Performance Evaluation and order form,
- (6) Price Proposal Template,

(7) Commercial Price List or Market Rate Sheet (if applicable).

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

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

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

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

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

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

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

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

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

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

1) A copy of the cancellation letter or notification of determination not to exercise an option,

2) Current Federal sales in excess of \$25,000, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided,

3) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 *Contract Sales Criteria*,

4) A marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract.

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

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

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

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

Note: GSA's subcontracting goals can be found at the following website:
<https://www.sba.gov/contracting/contracting-officials/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 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 provide a narrative description of its corporate experience. This narrative 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 upload to eOffer one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form. 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 must provide a narrative that addresses quality control. This narrative 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,

(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. The offeror must 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.

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

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

OR

(B) If proposed pricing 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).

iii. 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.

(k) Raising the Bar

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

(1) AbilityOne Program Products

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

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, an offeror that is not an authorized AbilityOne distributor is required to remove any ETS items from its FSS proposal. Offerors can search for products on the procurement list at https://www.abilityone.gov/procurement_list/.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov/, or contact Mr. Mike Jurkowski at mjurkowski@abilityone.gov/ 703-603-2117.

(2) Manufacturer Part Number and Universal Product Code Data

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

(3) GSA Advantage Purchase Order (PO) Portal

The offeror must use EDI, cXML or the GSA Advantage Purchase Order (PO) Portal to provide order acknowledgment information that enables 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 GSA Advantage Purchase Order (PO) Portal, which is accessible at <https://www.poportal.gsa.gov/poportal/welcome.do> gives GSA schedule contractors quick and

easy access to purchase orders placed by federal agencies using GSA Advantage or eBuy. The PO Portal allows contractors to view, print and/or download orders and to send order acknowledgment/status directly to ordering agencies.

For more information on the PO portal review the PO Portal helpguide at:
https://www.gsaaadvantage.gov/images/products/elib/pdf_files/pohp.pdf.

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

The offeror must 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.

(5) Section 508 Standards

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Offerors must identify whether a proposed Information and Communication Technology (ICT) product or service is compliant with the Section 508 accessibility standards at 36 CFR 1194. The offer must also identify where full details of compliance can be found (e.g., vendor's website or other exact location.) For more information on Section 508 standards visit <https://www.section508.gov/>.

(6) Full-Product and Broad-Service Offerings

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

(7) 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 are not highly competitive will not be determined fair and reasonable and will not be accepted.

TABLE OF CONTENTS

Please click on an item in Table of Contents below to go to the respective location within this document.

Part I - GOODS & SERVICES.....	1
Part II - CONTRACT TERMS AND CONDITIONS.....	8
52.202-1 -- DEFINITIONS (NOV 2013).....	8
52.203-13 -- CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015).....	8
52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014).....	12
52.203-3 -- GRATUITIES (APR 1984).....	12
52.203-6 -- RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995).....	12
52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016).....	13
52.204-15 -- SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014).....	15
52.204-18 -- COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016).....	16
52.204-21 -- BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016).....	17
52.204-4 -- PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011).....	18
52.209-10 -- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015).....	19
52.209-6 -- PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015).....	19
52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II - JAN 2019).....	20
52.216-18 -- ORDERING (OCT 1995) (DEVIATION II - FEB 2007).....	24
52.216-22 -- INDEFINITE QUANTITY (OCT 1995).....	25
52.219-13 -- NOTICE OF SET-ASIDE OF ORDERS (NOV 2011).....	25
52.219-14 -- LIMITATIONS ON SUBCONTRACTING (JAN 2017).....	25
52.219-27 -- NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011).....	26
52.219-29 -- NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015).....	27
52.219-3 -- NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011).....	29
52.219-30 -- NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015).....	30
52.219-6 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011).....	32
52.222-1 -- NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997).....	33
52.222-21 -- PROHIBITION OF SEGREGATED FACILITIES (APR 2015).....	33
52.222-26 -- EQUAL OPPORTUNITY (SEP 2016).....	33
52.222-3 -- CONVICT LABOR (JUN 2003).....	36
52.222-35 -- EQUAL OPPORTUNITY FOR VETERANS (OCT 2015).....	37
52.222-37 -- EMPLOYMENT REPORTS ON VETERANS (FEB 2016).....	37
52.222-40 -- NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010).....	38
52.223-11 -- OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016).....	39
52.223-18 -- ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011).....	40
52.223-20 -- AEROSOLS (JUN 2016).....	41
52.223-3 -- HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN	

.....	42
52.223-3 -- HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I - JUL 1995).....	43
52.223-7 -- NOTICE OF RADIOACTIVE MATERIALS (JAN 1997).....	44
52.225-13 -- RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).....	45
52.232-37 -- MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999).....	45
52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013).....	45
52.233-1 -- DISPUTES (MAY 2014).....	46
52.233-3 -- PROTEST AFTER AWARD (AUG 1996).....	47
52.233-4 -- APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	48
52.242-13 -- BANKRUPTCY (JUL 1995).....	48
52.251-1 -- GOVERNMENT SUPPLY SOURCES (APR 2012).....	48
52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	48
552.203-71 -- RESTRICTION ON ADVERTISING (SEP 1999).....	51
552.211-78 -- COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996).....	51
552.211-8 -- TIME OF DELIVERY (SEP 1999).....	52
552.212-4 -- CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2007) (DEVIATION - FEB 2018).....	52
552.212-71 -- CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2016).....	60
552.212-72 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2015).....	61
552.215-71 -- EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003).....	62
552.215-73 -- NOTICE (JUL 2016).....	62
552.216-70 -- ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999).....	62
552.216-70 -- ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II - JUL 2016).....	63
552.216-72 -- PLACEMENT OF ORDERS (JAN 2016).....	64
552.223-73 -- PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015).....	65
552.228-5 -- GOVERNMENT AS ADDITIONAL INSURED (JAN 2016).....	66
552.229-71 -- FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999).....	66
552.232-23 -- ASSIGNMENT OF CLAIMS (SEP 1999).....	66
552.232-83 -- CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003).....	67
552.238-71 -- SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION -- JUN 2016).....	67
552.238-73 -- CANCELLATION (SEP 1999).....	68
552.238-77 -- DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016).....	68
552.238-78 -- SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016).....	68
552.238-79 -- USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016).....	70
552.238-82 -- SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018).....	72
C-FSS-370 -- CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003).....	73
C-FSS-411 -- FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992).....	74
C-FSS-412 -- CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000).....	75
C-FSS-425 -- WORKMANSHIP (OCT 1988).....	75
C-FSS-427 -- ANSI STANDARDS (JUL 1991).....	75
C-FSS-439 -- ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (APR 1996).....	76
CI-FSS-056 -- FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010).....	76
CI-FSS-151-N -- ADDITIONAL EVALUATION FACTORS FOR AWARD TO NEW OFFERORS (OCT	

2015).....	77
CI-FSS-151-N -- ADDITIONAL EVALUATION FACTORS FOR AWARD TO NEW OFFERORS (OCT 2015) (ALTERNATE I - JUL 2016).....	78
CI-FSS-151-S -- ADDITIONAL EVALUATION FACTORS FOR AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS (OCT 2015).....	80
CI-FSS-151-S -- ADDITIONAL EVALUATION FACTORS FOR AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS (OCT 2015) (ALTERNATE I - JUL 2016).....	81
D-FSS-440 -- PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997).....	83
D-FSS-447 -- SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992).....	83
D-FSS-456 -- PACKAGING AND PACKING (APR 1984).....	84
D-FSS-471 -- MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984).....	84
D-FSS-477 -- TRANSSHIPMENTS (APR 1984).....	85
E-FSS-521-D -- INSPECTION (MAY 2000).....	85
E-FSS-522 -- INSPECTION AT DESTINATION (MAR 1996).....	85
F-FSS-202-F -- DELIVERY PRICES (APR 1984).....	86
F-FSS-202-G -- DELIVERY PRICES (JAN 1994).....	87
F-FSS-230 -- DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994).....	87
F-FSS-244-B -- ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000).....	88
F-FSS-736-A -- EXPORT TRAFFIC RELEASE (OCT 1988).....	89
F-FSS-772 -- CARLOAD SHIPMENTS (APR 1984).....	89
G-FSS-900-C -- CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003).....	89
G-FSS-906 -- VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999).....	90
G-FSS-907 -- ORDER ACKNOWLEDGEMENT (APR 1984).....	90
G-FSS-910 -- DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS (OCT 1988).....	90
I-FSS-103 -- SCOPE OF CONTRACT WORLDWIDE (JUL 2002).....	90
I-FSS-106 -- GUARANTEED MINIMUM (NOV 2018).....	91
I-FSS-108 -- CLAUSES FOR OVERSEAS COVERAGE (MAY 2000).....	92
I-FSS-109 -- ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998).....	92
I-FSS-140-B -- URGENT REQUIREMENTS (JAN 1994).....	92
I-FSS-163 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000).....	92
I-FSS-314 -- FOREIGN TAXES AND DUTIES (DEC 1990).....	93
I-FSS-40 -- CONTRACTOR TEAM ARRANGEMENTS (JUL 2003).....	93
I-FSS-50 -- PERFORMANCE REPORTING REQUIREMENTS (FEB 1995).....	93
I-FSS-546 -- GUARANTEE (APR 1984).....	94
I-FSS-594 -- PARTS AND SERVICE (OCT 1988).....	94
I-FSS-597 -- GSA ADVANTAGE! (OCT 2014).....	95
I-FSS-599 -- ELECTRONIC COMMERCE - FACNET (APRIL 2018).....	95
I-FSS-60 -- PERFORMANCE INCENTIVES (APR 2000).....	96
I-FSS-600 -- CONTRACT PRICE LISTS (OCT 2016).....	97
I-FSS-639 -- CONTRACT SALES CRITERIA (MAR 2002).....	100
I-FSS-644 -- DEALERS AND SUPPLIERS (OCT 1988).....	100
I-FSS-646 -- BLANKET PURCHASE AGREEMENTS (MAY 2000).....	101
I-FSS-680 -- DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984).....	101
I-FSS-965 -- INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984).....	101
I-FSS-969 -- ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II - JUL 2016).....	101
I-FSS-969 -- ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (OCT 2014).....	103
Part III - VENDOR INSTRUCTIONS.....	105
52.204-16 -- COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016).....	105
52.204-17 -- OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016).....	106
52.209-5 -- CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015).....	106
52.209-7 -- INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018).....	108
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).....	109

52.215-6 -- PLACE OF PERFORMANCE (OCT 1997).....	110
52.216-1 -- TYPE OF CONTRACT (APR 1984).....	110
52.222-52 -- EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014).....	111
52.225-6 -- TRADE AGREEMENTS CERTIFICATE (MAY 2014).....	112
52.233-2 -- SERVICE OF PROTEST (SEP 2006).....	112
52.252-1 -- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	113
552.216-73 -- ORDERING INFORMATION (AUG 2010).....	114
552.217-71 -- NOTICE REGARDING OPTION(S) (NOV 1992).....	114
552.232-82 -- CONTRACTORS REMITTANCE (PAYMENT) ADDRESS (MAY 2003).....	115
A-FSS-11 -- CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016).....	115
A-FSS-12-C -- PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997).....	116
A-FSS-2-F -- RESERVED.....	116
A-FSS-31 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988).....	116
A-FSS-41 -- INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999).....	117
B-FSS-96 -- ESTIMATED SALES (NOV 1997).....	117
K-FSS-1 -- AUTHORIZED NEGOTIATORS (MAR 1998).....	117
L-FSS-101 -- FINAL PROPOSAL REVISION (JUN 2002).....	118
L-FSS-400 -- INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (OCT 2014).....	118
L-FSS-59 -- AWARD (APR 1984).....	119
Part IV - EVALUATION FACTORS FOR CONTRACT AWARD.....	120
552.212-73 -- EVALUATION--COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997).....	120
Part V - OFFEROR REPRESENTATIONS & CERTIFICATION.....	121
52.204-19 -- INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).....	121
52.204-20 -- PREDECESSOR OF OFFEROR (JUL 2016).....	121
52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018).....	121

Part I - GOODS & SERVICES

75 85 --- Restroom Products

This includes, but is not limited to, items such as: Dispensers for Roll Toilet Tissue, Toilet Tissue, Paper Towels, Dispensers for Paper Towels, toilet seat covers, facial tissues, and soaps for restroom dispensers.

NOTE: Offerings under 75 85 can also be included as part of walk-in store services as long as the contractor has SIN 75 200 or 75 220 and/or 75 280

Sales: \$13,917,331

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7510

Maximum Order : \$150,000

NAICS

Number	Description	Business Size
322121	Paper (except Newsprint) Mills	1250 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

75 99 --- NEW PRODUCTS/TECHNOLOGY

New or improved products and services with the potential of being more economical or efficient. These products/services may presently exist in the commercial marketplace, are being developed or improved, and have not been introduced to the Federal Government.

INTRODUCTION OF NEW PRODUCTS(S) AND SERVICES UNDER SPECIAL ITEM NUMBER 75-99:

1. A new or improved product is a product, offered anytime, that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It also may perform a new task or procedure not currently available under any GSA contract.
2. The vendor must be capable of demonstrating that the product has potential to provide greater economical or efficient means for Federal agencies to accomplish their mission. perform a new task or procedure not currently available under any GSA contract.
3. As determined by the Government, there are not similar items currently available under an existing Special Item Number (SIN).
4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product.
5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product.

Sales: \$0

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7510**Maximum Order :** \$150,000**NAICS**

Number	Description	Business Size
339940	Office Supplies (except Paper) Manufacturing	750 employees

75 200 --- OFFICE PRODUCTS/SUPPLIES

The offering of office products/supplies and services listed in the firm's commercial office supply catalog. Offerors may offer their entire commercial catalog, or may offer a select, limited line of office products. Office products include, but are not limited to items such as: pens, pencils, markers, xerographic paper, printer paper, fax paper, binders, tape, envelopes, shredders, helical-scan, longitudinally oriented video tapes, video cassettes, reel to reel audio tapes, blank endless loop audio cartridge tapes, magnetic tape audio recording cassette, computer tape, reel, cartridge, cassette, diskettes, disk packs, disk cartridges, anti-glare/anti-radiation screens (VDT), ergonomic products (wrist and foot rests), cleaning equipment and supplies (head cleaners, disk drive cleaners, monitor cleaners, toner wipes, minivacuums, etc.) optical disks, CD ROMS, physical storage, security, protective and related ADP supplies, and toner cartridges. Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from customers. This may include prepaid shipping labels in the products packaging and/or rebates. EXCLUSIONS: All products which have been determined to be essentially the same as items available under the AbilityOne Program (Formerly JWOD). Items which do not comply with the requirements set forth in Executive Order 13423 and Items which are not in compliance with the Trade Agreements Act. Firms offering their entire commercial catalog are only authorized to distribute this catalog to our customers. Any other catalogs cannot be used, substituted, or distributed with the GSA contract number printed on it, to GSA customers or other federal agencies.

Sales: \$126,307,564**Sales Period:** Oct 1, 2017 to Sep 30, 2018**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7510**Maximum Order :** \$150,000**NAICS**

Number	Description	Business Size
322230	Stationery Product Manufacturing	750 employees
325992	Photographic Film, Paper, Plate and Chemical Manufacturing	1500 employees
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

75 210 --- OFFICE SERVICES

This SIN includes all commercially available services related to the support of office products. This would include, but is not limited to services such as: On site stores, walk-in stores, customizing and imprinting services.

DESCRIPTION OF WORK / 75-210 SERVICES:

Applicable to Walk-In Store - Offeror must be able to meet the following criteria:

1. Offer discounts equal to or better than most favored customer discounts on all supplies and

services to any authorized user.

2. Manage and control application of the discount at the point of sale.
3. Accept the Government Purchase Card as the only authorized method of payment.
4. Capture Government Purchase Card transactions electronically at the point of sale.
5. Credit the Government Purchase Card account upon which sales were made for any over charges; adjustments based on Inspection/Acceptance, changes, terminations or warranty clauses; or other clause or provision of this contract that results in a credit to the Government. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
6. Report contract sales as the sum of quarterly sales for collection of the Industrial Funding Fee (IFF).
7. Provide the necessary staff and equipment to manage a wide range of office products and services on a walk-in/walk out basis.
8. Provide delivery, call-in consultation and installation services equal to that provided to commercial customers.
9. Permit agencies to use Blanket Purchase Agreements.
10. In order to provide our Government customers with information on the products and services available in the walk-in stores, the Contractor shall provide a brochure/literature, which shall include the following, at a minimum -
 - a. GSA Schedule and Contract Number
 - b. Contractor's name, address, phone number and store locations. If applicable e-mail address and website shall be included.
 - c. Payment terms, which state the Government Purchase Card is the only accepted form of payment.
 - d. Ordering instructions, stating the following: When purchasing items, buyers are required to purchase items that are in compliance with EPA Comprehensive Procurement Guidelines (CPGs) and the Trade Agreements Act (i.e., U.S. made end products, or designated country end products).
11. The Contractor shall furnish one copy of the brochure/literature within 30 days from date of award. Commercial advertising or sales promotion language is not permitted. The contractor is responsible for distributing information on changes in contract terms to addresses receiving the initial brochure/literature mailing. Use of the mailing list for any other purpose is not authorized.
12. To offer or add walk-in store Services un SIN 75-210, firms must be able to meet the following:
 - a. Must already have a full catalog award (SIN 75-200) or an offer proposing a full catalog award,
 - b. Must be authorized AbilityOne distributor (formerly JWOD),
 - c. Must submit a technical proposal on how offeror will promote and preserve AbilityOne Program (formerly JWOD) mandate within the walk-in environment,
 - d. Must be able to track, and submit to the contracting officer upon request, sales and

customer data.

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SIN 75 220 (or SIN 75 200/210 and 7585), but it would have a separate, additional fee for walk in store program.

Sales: \$60,266,168

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : T099

Maximum Order : \$150,000

NAICS

Number	Description	Business Size
339940	Office Supplies (except Paper) Manufacturing	750 employees

75 220 --- ENHANCED SIN FOR OFFICE PRODUCTS & SERVICES / OFFICE SUPPLIES 4TH GENERATION (OS4).

The offering of office products/supplies and services listed in the firm's commercial office supply catalog. Offerors may offer their entire commercial catalog, or may offer a select, limited line of office products. Office products include, but are not limited to items such as: pens, pencils, markers, calendars, xerographic paper, printer paper, fax paper, 3D printing filaments and resins, binders, tape, envelopes, shredders, helical-scan, longitudinally oriented video tapes, video cassettes, reel to reel audio tapes, blank endless loop audio cartridge tapes, magnetic tape audio recording cassette, computer tape, reel, cartridge, cassette, diskettes, disk packs, disk cartridges, anti-glare/anti-radiation screens (VDT), ergonomic workstation products, cleaning equipment and supplies (head cleaners, disk drive cleaners, monitor cleaners, toner wipes, mini-vacuums, etc.) optical disks, CD-ROMS, DVD-ROMS, flash drives, external hard drives, physical storage, security, protective and related ADP supplies, and toner cartridges. Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from customers. This may include prepaid shipping labels in the products packaging and/or rebates. This SIN also includes all commercially available services related to the support of office products. Optional services include, but are not limited to: desktop delivery, secure desktop delivery, on-site stores, walk-in stores, customizing and imprinting services. EXCLUSIONS: All products which have been determined to be essentially the same as items available under the AbilityOne Program (Formerly JWOD). Firms offering their entire commercial catalog are only authorized to distribute this catalog to our customers. Any other catalogs cannot be used, substituted, or distributed.

New or improved products and services with the potential of being more economical or efficient. These

products/services may presently exist in the commercial marketplace, are being developed or improved, and have not been introduced to the federal government.

1. A new or improved product is a product, offered anytime, that has the potential to provide

- more economical or efficient means for Federal agencies to accomplish their mission. It also may perform a new task or procedure not currently available under any GSA contract.
2. The vendor must be capable of demonstrating that the product has potential to provide greater economical or efficient means for Federal agencies to accomplish their mission. Perform a new task or procedure not currently available under any GSA contract.
 3. As determined by the Government, there are not similar items currently available under an existing Special Item Number (SIN).
 4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product.
 5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product.

Applicable to Walk-In Store if offered - Offeror must be able to meet the following criteria:

1. Manage and control application of the discount at the point of sale.
2. Accept the Government Purchase Card as the only authorized method of payment.
3. Capture Government Purchase Card transactions electronically at the point of sale.
4. Credit the Government Purchase Card account upon which sales were made for any over charges; adjustments based on Inspection/Acceptance, changes, terminations or warranty clauses; or other clause or provision of this contract that result in a credit to the Government.
5. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
6. Report contract sales as the sum of quarterly sales for collection of the Contract Access Fee (CAF).
7. Provide the necessary staff and equipment to manage a wide range of office products and services on a walk-in/walk out basis.
8. Provide delivery, call-in consultation and installation services equal to that provided to commercial customers, if applicable
9. Permit agencies to use Blanket Purchase Agreements.
10. To offer or add walk-in store services, firms must be able to meet the following:
 - a. Must already have a full catalog award or an offer proposing a full catalog award,
 - b. Must be able to track, and submit to the contracting officer upon request, sales and customer data.

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SIN 75 220 (or SIN 75 200/210 and 7585), but it would have a separate, additional fee for walk in store program.

Sales: \$0

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7510

Maximum Order : \$150,000

NAICS

Number	Description	Business Size
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322230	Stationery Product Manufacturing	750 employees
325992	Photographic Film, Paper, Plate and Chemical Manufacturing	1500 employees
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

75 280 --- ENHANCED SIN FOR OVERSEAS OFFICE PRODUCTS & SERVICES / OFFICE SUPPLIES 4TH GENERATION (OS4)

This SIN covers items for use only in overseas destinations. (Items that will be delivered within the United States shall be offered under one of the other SINs, as appropriate). Items offered under this SIN shall comply with one of the other SIN descriptions in this schedule.

The offering of office products/supplies and services listed in the firm's commercial office supply catalog. Offerors may offer their entire commercial catalog, or may offer a select, limited line of office products. Office products include, but are not limited to items such as: pens, pencils, markers, calendars, xerographic paper, printer paper, fax paper, 3D printing filaments and resins, binders, tape, envelopes, shredders, helical-scan, longitudinally oriented video tapes, video cassettes, reel to reel audio tapes, blank endless loop audio cartridge tapes, magnetic tape audio recording cassette, computer tape, reel, cartridge, cassette, diskettes, disk packs, disk cartridges, anti-glare/anti-radiation screens (VDT), ergonomic workstation products, cleaning equipment and supplies (head cleaners, disk drive cleaners, monitor cleaners, toner wipes, mini-vacuums, etc.) optical disks, CD-ROMS, DVD-ROMS, flash drives, external hard drives, physical storage, security, protective and related ADP supplies, and toner cartridges. Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from customers. This may include prepaid shipping labels in the products packaging and/or rebates. This SIN also includes all commercially available services related to the support of office products. Optional services include, but are not limited to: desktop delivery, secure desktop delivery, on-site stores, walk-in stores, customizing and imprinting services.

EXCLUSIONS:

1. Items which are not in compliance with the US Trade Agreements Act as well as applicable local and international Trade Agreements are prohibited.
2. Firms offering their entire commercial catalog are only authorized to distribute this catalog to our customers. Any other catalogs cannot be used, substituted, or distributed with the GSA contract number printed on it, to GSA customers or other federal agencies.
3. Offerors shall identify the US SINs that describe the items being offered. Offerors shall certify that items offered have been tested and found to comply with minimum safety standards for the countries in which the products are sold, if applicable.

Applicable to Walk-In Store if offered - Offeror must be able to meet the following criteria:

1. Manage and control application of the discount at the point of sale.
2. Accept the Government Purchase Card as the only authorized method of payment.
3. Capture Government Purchase Card transactions electronically at the point of sale.
4. Credit the Government Purchase Card account upon which sales were made for any over charges; adjustments based on Inspection/Acceptance, changes, terminations or warranty clauses; or other clause or provision of this contract that result in a credit to the Government.
5. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
6. Report contract sales as the sum of quarterly sales for collection of the Industrial Funding Fee (IFF) and/or Contract Access Fee (CAF).
7. Provide the necessary staff and equipment to manage a wide range of office products and services on a walk-in/walk out basis.

8. Provide delivery, call-in consultation and installation services equal to that provided to commercial customers, if applicable.

9. Permit agencies to use Blanket Purchase Agreements.

10. To offer or add walk-in store services, firms must be able to meet the following:

a. Must already have a full catalog award or an offer proposing a full catalog award,

b. Must be able to track, and submit to the contracting officer upon request, sales and customer data

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SIN 75 220 (or SIN 75 200/210 and 7585), but it would have a separate, additional fee for walk in store program.

Sales: \$0

Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No

Set Aside: No

FSC/PSC Code : 7510

Maximum Order : \$150,000

NAICS

Number	Description	Business Size
322230	Stationery Product Manufacturing	750 employees
325992	Photographic Film, Paper, Plate and Chemical Manufacturing	1500 employees
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

Part II - CONTRACT TERMS AND CONDITIONS

This solicitation is part of the Transactional Data Reporting (TDR) pilot. Under the pilot, you will not be required to provide Commercial Sales Practices (CSP) disclosures identifying discounts, terms, and conditions offered to your commercial customers that equal or exceed the discounts, terms, and conditions offered to GSA. Additionally, the requirement to monitor price reduction violations through Price Reductions clause tracking is removed. Thus, participation in the TDR pilot results in a substantial decrease in the paperwork burden for offerors submitting new offers under the Schedules included in the TDR pilot.

Begin Regulation

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

Note: Regulation 52.202-1

This solicitation is part of the Transactional Data Reporting (TDR) pilot. Under the pilot, you will not be required to provide Commercial Sales Practices (CSP) disclosures identifying discounts, terms, and conditions offered to your commercial customers that equal or exceed the discounts, terms, and conditions offered to GSA. Additionally, the requirement to monitor price reduction violations through Price Reductions clause tracking is removed. Thus, participation in the TDR pilot results in a substantial decrease in the paperwork burden for offerors submitting new offers under the Schedules included in the TDR pilot.

Begin Regulation

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

- (a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation –

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract.
It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from –

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall –

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall –

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed –

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and

treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics

awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

Begin Regulation

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

Begin Regulation

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Begin Regulation

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I—OCT 1995)

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

Begin Regulation

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND
FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)**

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

- (c) Nothing in this clause requires the disclosure of classified information.
- (d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, 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), cooperative agreements, and other forms of Federal financial assistance; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- (2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsrc.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)
- (i) Unique entity identifier 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) 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.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the

Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if –

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

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

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

(ii) The public does not have access to information about the compensation of the 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

Begin Regulation

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by

October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) 4.1804(c)

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

Commercial and Government Entity (CAGE) code means —

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

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

code.

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

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

Begin Regulation

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

Begin Regulation

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

Postconsumer fiber means—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
 - (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
 - (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.
- (b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

Begin Regulation

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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.
- (b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
- (c) Exceptions to this prohibition are located at 9.108-2.
- (d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

Begin Regulation

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) *Definition.* “Commercially available off-the-shelf (COTS)” item, as used in this clause –

(1) Means any item of supply (including construction material) that is –

- (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that –

- (1) Exceeds \$35,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95)
(BACK)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2019) (ALTERNATE II – JAN 2019)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

Number	Title	Clause/Provision
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-13	ACQUISITION OF EPEAT--REGISTERED IMAGING EQUIPMENT (JUN 2014)	Clause
52.223-13	ACQUISITION OF EPEAT--REGISTERED IMAGING EQUIPMENT (JUN 2014) (ALTERNATE I -- OCT 2015)	Clause
52.223-14	ACQUISITION OF	Clause

	EPEAT®-REGISTERED TELEVISIONS (JUN 2014)	
52.223-14	ACQUISITION OF	Clause
	EPEAT®-REGISTERED TELEVISIONS (JUN 2014) (ALTERNATE I - JUN 2014)	
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.223-16	ACQUISITION OF EPEAT--REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)	Clause
52.223-16	ACQUISITION OF EPEAT--REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) (ALTERNATE I -- JUN 2014)	Clause
52.223-21	FOAMS (JUN 2016)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	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 (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR	Clause

STANDARDS TO CONTRACTS FOR
CERTAIN
SERVICES--REQUIREMENTS (MAY
2014)

52.222-55 MINIMUM WAGES UNDER Clause
EXECUTIVE ORDER 13658 (DEC 2015)

- (d) (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.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than —
- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause —
- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (D) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (E) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (F) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (G) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (H) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (I) 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.

(J) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(K) Required 52.222-50, (1) Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(N) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) Required (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

Required (2) Alternate I (Jan 2017) of 52.224-3

(R) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

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

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

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

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

Begin Regulation

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

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

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

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

Begin Regulation

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(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 up to and including the quantity designated in the Schedule as the "maximum." 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 Order Limitations clause or in the Schedule, 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; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. [*insert date*].

Begin Regulation

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

Begin Regulation

52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Begin Regulation

**52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED
SMALL BUSINESS SET-ASIDE (NOV 2011)**

(a) *Definition*. “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 service-disabled 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).

(b) *Applicability*. This clause applies only to —

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General*.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if —

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

Begin Regulation

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)

(a) *Definitions.* “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 (WOSB) concern eligible under the WOSB Program.

“WOSB Program Repository” means a secure, Web-based application that collects, stores, and

disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

- (1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, EDWOSB concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and
- (3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

- (1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.
- (2) Any award resulting from this solicitation will be made to an EDWOSB concern.
- (3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) *Agreement.* An EDWOSB concern agrees that in the performance of the contract for —

- (1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;
- (2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);
- (3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and
- (4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) *Joint Venture.* A joint venture may be considered an EDWOSB concern if —

- (1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);
- (2) The EDWOSB participant of the joint venture is designated in System for Award Management as an EDWOSB concern;
- (3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —
 - (i) Setting forth the purpose of the joint venture;
 - (ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;
 - (iii) Stating that not less than 51 percent of the net profits earned by the joint venture will

be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

(f) Nonmanufacturer. An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

Begin Regulation

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

- (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;
- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

- (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;
- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f) (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

Begin Regulation

**52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE
AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS
ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS
PROGRAM (DEC 2015)**

(a) *Definitions.* “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.

“WOSB Program Repository” means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

- (1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;
- (2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and
- (3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

- (1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.
- (2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.
- (3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement.* A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for —

- (1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;
- (2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);
- (3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and
- (4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture.* A joint venture may be considered a WOSB concern eligible under the WOSB Program if —

- (1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);
- (2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) Nonmanufacturer. A WOSB concern eligible under the WOSB Program that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

Begin Regulation

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.*

"*Small business concern*," as used in this clause, 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 size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

Begin Regulation

**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
(FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

Begin Regulation

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES
(APR 2015)**

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Begin Regulation

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

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

"Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other

benefits, stock options and awards, profit sharing, and retirement.

“*Compensation information*” means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor’s profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

“*Essential job functions*” means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

“*Gender identity*” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“*Sexual orientation*” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“*United States*,” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

- (c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;

- (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —
- (A) Incorporation into existing employee manuals or handbooks; and
 - (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (10) If the OFCCP determines that the Contractor is not in compliance with this clause or any

rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

Begin Regulation

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of

Executive Order 11755, as amended by Executive Orders 12608 and 12943.

Begin Regulation

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

Begin Regulation

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on —

- (1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 “Federal Contractor Veterans’ Employment Report” (see “VETS–4212 Federal Contractor Reporting” and “Filing Your VETS–4212 Report” at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date –

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.
- (g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

Begin Regulation

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE
NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Begin Regulation

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

“*Global warming potential*” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“*High global warming potential hydrofluorocarbons*” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“*Hydrofluorocarbons*” means compounds that only contain hydrogen, fluorine, and carbon.

“*Ozone-depleting substance*,” 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 that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) 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).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.

Begin Regulation

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN
TEXT MESSAGING WHILE DRIVING (AUG 2011)**

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

“*Driving*” —

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“*Text messaging*” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and

route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

Begin Regulation

52.223-20 AEROSOLS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

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.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	Identification No.

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

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

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

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

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

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

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

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

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

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

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

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

Begin Regulation

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

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

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

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	Identification No.

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

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

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

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

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

and permits) in connection with hazardous material.

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

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

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

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

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

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

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

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

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

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

Begin Regulation

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

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

clause. Any such request shall—

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

Begin Regulation

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(JUN 2008)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

Begin Regulation

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

Begin Regulation

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

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

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

Begin Regulation

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Begin Regulation

52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from

the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

Begin Regulation

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

Begin Regulation

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

Begin Regulation

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

Number	Title	Clause/Provision
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	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 (MAY 2014)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS â## PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR	Clause

	1984)	
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (MAY 2014) (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 (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	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	Clause

	FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)	
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
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	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

Begin Regulation

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

Begin Regulation

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

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

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

All Sins	30 Days	_____
N/A	N/A	_____
N/A	N/A	_____

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

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

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

_____ **Begin Regulation** _____

552.211-8 TIME OF DELIVERY (SEP 1999)

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

(b) Delivery is required to be made at the point(s) specified within 30 days after receipt of order.

_____ **Begin Regulation** _____

552.212-4 CONTRACT TERMS AND CONDITIONS –

**COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)
(DEVIATION - FEB 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its post-acceptance rights —

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after ordering activity acceptance of supplies delivered or services-performed by the Contractor.

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

(i) *Payment*.

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

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a

license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change the ordering activity's rights or obligations;
- (2) Terms that increase ordering activity prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or

licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Begin Regulation

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2016)

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

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

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

Yes 552.215-70 Examination of Records by GSA

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

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

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

Yes 552.228-70 Workers' Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

Yes 552.232-71 Adjusting Payments

Yes 552.232-72 Final Payment

Yes 552.232-73 Availability of Funds

Yes 552.232-78 Payment Information

Yes 552.237-71 Qualifications of Employees

Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

Yes 552.238-81 Modifications (Multiple Award Schedule)

Yes 552.242-70 Status Report of Orders and Shipments

Yes 552.246-73 Warranty—Multiple Award Schedule

Yes 552.246-76 Warranty of Pesticides

Begin Regulation

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

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

incorporated by reference:

(a) Provisions.

* _____ * 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.223-70 Hazardous Substances.

* _____ * 552.223-71 Nonconforming Hazardous Material.

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

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

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

Begin Regulation

552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Begin Regulation

552.215-73 NOTICE (JUL 2016)

(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 pre-award debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for post-award debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

Begin Regulation

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

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
- (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change. *[Insert the percentage appropriate at the time the solicitation is issued. This percentage should be determined based on the trend established by an appropriate index such as the Producer Prices and Price Index. A ceiling of more than 10 percent must be approved by the Contracting Director.]*
- (d) The following material shall be submitted with the request for a price increase:
- (1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II –**

JUL 2016)

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

- (a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).
 - (2) Increases are requested before the last 60 days of the contract period.
 - (3) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 (ten) percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate smaller increases when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70

If participating in the TDR pilot, clause 552.216-70 Economic Price Adjustment FSS Multiple Award Schedule Deviation II applies

Begin Regulation

552.216-72 PLACEMENT OF ORDERS (JAN 2016)

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

Eligible Ordering Activities [*Contracting Officer insert names of Federal agencies*]

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

Electronic Data Interchange (EDI) format.

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

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

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

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

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

General Services Administration
Office of the Chief Information Officer (I).

Contact information can be found at: <http://www.gsa.gov/portal/category/21404>.

Begin Regulation

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition. United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(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 Consumer Commodities classed as ORM-D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

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

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

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

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

Begin Regulation

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, 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.

Begin Regulation

**552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT
(SEP 1999)**

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

Begin Regulation

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

Begin Regulation

552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or product/model sold;
 - (iv) The quantity of each service or product/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016)

- (a) At the time of offer submission, an electronic version of proposed prices, including terms and conditions, will be submitted utilizing the templates in eOffer. If necessary, eOffer will facilitate the

revision of proposed pricing or price-related terms and conditions during the evaluation process. Upon award of a contract, eOffer will use the submitted pricing information to create the Contractor's Authorized Federal Supply Schedule Price List and post it to GSA Advantage!.

(b) During the period of the contract, the Contractor shall provide its Authorized Federal Supply Schedule Price List to eligible ordering activities upon request.

Note: Regulation 552.238-71

The requirements regarding FSS Schedule price lists provided in Clause 552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016) are applicable to contracts under Formatted Product Tool (FPT) Schedules/SINs only. The following requirements are applicable to contracts under non-FPT Schedules/SINs:

(a) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(b) The Contractor shall provide to the GSA Contracting Officer:

(1) The Authorized FSS Schedule Pricelist on a common-use electronic medium.

(c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

Begin Regulation

552.238-73 CANCELLATION (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Begin Regulation

**552.238-77 DEFINITION (FEDERAL SUPPLY SCHEDULES)
-NON-FEDERAL ENTITY (JUL 2016)**

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

Begin Regulation

**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING
ACTIVITIES) (JUL 2016)**

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

- (1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);
- (2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The Government of the District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);
- (8) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (9) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions —

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

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

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

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

(d) The following activities may place orders against Schedule contracts:

- (1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;
- (2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. § 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and
- (3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security 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.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

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

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

of the Federal Government.

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

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

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

Begin Regulation

552.238-79 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), 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., FAR 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.

(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), 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), and

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

Begin Regulation

**552.238-82 SPECIAL ORDERING PROCEDURES FOR THE
ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018)***(a) Definitions.*

Order-level materials means supplies and/ or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “materials” in [FAR] clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33 percent.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials,

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in 552.238-82(d)(7)(i)(A)-(B).

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per [FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I], the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.215-71 Examination of Records by GSA, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment-FSS Multiple Award Schedule Contracts*.

(ii) 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-75 *Price Reductions*.

(11) Exceptions for travel.

(i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4).

(iii) Travel costs are exempt from clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the

extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

C-FSS-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:

Table - Applicable Safety Standard(s)	
Product	Standard

____ Check if 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-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

____ **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.

Table - EPA Registration Requirement	
Manufacturer's and/or Distributor's Name	EPA Registration Number

- (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.

Begin Regulation

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

- (a) *General Background.*

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

- (b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
 - (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
 - (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.
- (c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

Begin Regulation

1

**CI-FSS-151-N ADDITIONAL EVALUATION FACTORS FOR
AWARD TO NEW OFFERORS (OCT 2015)**

- (a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N *Instructions Applicable to New Offerors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*, and SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP..*

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the technical evaluation factors described in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Factor One - Corporate Experience: Failure to provide the information as described in provision SCP-FSS-001-N for Factor One will result in an “unacceptable” rating for that SIN. The offeror shall have demonstrated that the firm can successfully perform, administer, and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. It must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii.) Factor Two - Past Performance: Failure to provide information as described in Factor Two of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the contracting officer in determining the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. The Government will consider the offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(iv.) Factor Three - Quality Control: Failure to provide the required information as described in Factor Three of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal.

(v.) Factor Four - Relevant Project Experience: The offeror must submit the information described in Factor Four of provision SCP-FSS-002, SCP-FSS-008, and/or SCP-FSS-003 of the solicitation, as applicable. For SCP-FSS-002 or SCP-FSS-008, the offeror must also demonstrate the successful completion of orders that are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(vi.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, 008 of the Solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008.

(ii.) The proposed pricing must be advantageous to the Government. If a price offered to GSA is not equal to or better than the price offered to the offeror’s designated Most Favored Customer, the offeror must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror’s initial proposal should contain the best terms from a price and technical standpoint.

Note: Regulation CI-FSS-151-N

Vendors who are not participating in the TDR Pilot, Clause CI-FSS-151-N, ADDITIONAL EVALUATION FACTORS FOR AWARD TO NEW OFFERORS (OCT 2015) applies.

Begin Regulation

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**CI-FSS-151-N ADDITIONAL EVALUATION FACTORS FOR
AWARD TO NEW OFFERORS (OCT 2015) (ALTERNATE I –
JUL 2016)**

(a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N *Instructions Applicable to New Offerors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*, and SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP*.

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the technical evaluation factors described in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Factor One - Corporate Experience: Failure to provide the information as described in provision SCP-FSS-001-N for Factor One will result in an “unacceptable” rating for that SIN. The offeror shall have demonstrated that the firm can successfully perform, administer, and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. It must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii.) Factor Two - Past Performance: Failure to provide information as described in Factor Two of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the contracting officer in determining the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. The Government will consider the offeror’s performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(iv.) Factor Three - Quality Control: Failure to provide the required information as described in Factor Three of provision SCP-FSS-001-N may result in an “unacceptable” rating for the Technical Proposal.

(v.) Factor Four - Relevant Project Experience: The offeror must submit the information described in Factor Four of provision SCP-FSS-002, SCP-FSS-008, and/or SCP-FSS-003 of the solicitation, as applicable. For SCP-FSS-002 or SCP-FSS-008, the offeror must also demonstrate the successful completion of orders that are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(vi.) Technical proposals that are unrealistic in terms of technical commitment, lack

technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the Solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-N and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006 and 008.

(ii.) The proposed pricing must be advantageous to the Government.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

Note: Regulation CI-FSS-151-N

Vendors participating in the TDR Pilot, Clause CI-FSS-151-N, ADDITIONAL EVALUATION FACTORS FOR AWARD TO NEW OFFERORS (OCT 2015) (ALTERNATE I - JUL 2016) applies.

Begin Regulation

1

**CI-FSS-151-S ADDITIONAL EVALUATION FACTORS FOR
AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS
(OCT 2015)**

(a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*, and SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP*.

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the two technical evaluation factors described in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Quality Control: Failure to provide the required information as described in Quality Control under provision SCP-FSS-001-S may result in an “unacceptable” rating for the Technical Proposal.

(iii.) Past Performance: The contracting officer will use the results of a search of known past performance information regarding the existing FSS contract, including but not limited to information in PPIRS along with any relevant past performance information provided by the offeror, to determine the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. Those offerors demonstrating a pattern of satisfactory performance will receive an acceptable rating.

(iv.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008.

(ii.) The proposed pricing must be advantageous to the Government. If a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the offeror must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

Note: Regulation CI-FSS-151-S

Vendors who are not participating in the TDR Pilot, Clause CI-FSS-151-S, ADDITIONAL EVALUATION FACTORS FOR AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS (OCT 2015) applies.

Begin Regulation

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CI-FSS-151-S ADDITIONAL EVALUATION FACTORS FOR

**AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS
(OCT 2015) (ALTERNATE I – JUL 2016)**

(a) The Government will consider award to a responsible offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I - Administrative/Contract Data:

Section I - Administrative/Contract Data will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors* and, as applicable, provisions SCP-FSS-002 *Specific Proposal Instructions for Services*, SCP-FSS-003 *Specific Proposal Instructions for Products*, SCP-FSS-004 *Specific Proposal Instructions for Schedule 70*, SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751*, SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V*, and SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP*.

(2) Section II - Technical Proposal:

(i.) Section II - Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable based on the two technical evaluation factors described in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii.) Quality Control: Failure to provide the required information as described in Quality Control under provision SCP-FSS-001-S may result in an “unacceptable” rating for the Technical Proposal.

(iii.) Past Performance: The contracting officer will use the results of a search of known past performance information regarding the existing FSS contract, including but not limited to information in PPIRS along with any relevant past performance information provided by the offeror, to determine the past performance rating of the offeror. The Government reserves the right to consider any other pertinent information that comes to the attention of the Government regarding the offeror’s past performance. Those offerors demonstrating a pattern of satisfactory performance will receive an acceptable rating.

(iv.) Technical proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III - Price Proposal:

(i.) Section III - Price Proposal will be evaluated for successful completion of all requirements outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008 of the solicitation document. In order for the Section III - Pricing Proposal to be rated acceptable, the contracting officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in provision SCP-FSS-001-S and, as applicable, provisions SCP-FSS-002, 003, 004, 005, 006, and 008.

(ii.) The proposed pricing must be advantageous to the Government.

(b) The Government reserves the right to award or reject without discussions. Therefore, the offeror's initial proposal should contain the best terms from a price and technical standpoint.

Note: Regulation CI-FSS-151-S

Vendors participating in the TDR Pilot, Clause CI-FSS-151-S, ADDITIONAL EVALUATION FACTORS FOR AWARD TO SUCCESSFUL FSS PROGRAM CONTRACTORS (OCT 2015) (ALTERNATE I - JUL 2016) applies.

Begin Regulation

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.

Begin Regulation

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.

Table - List of Hazardous Material Item(s)	
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.

Begin Regulation

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.

Begin Regulation

**D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS
PER SHIPMENT (APR 1984)**

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.

- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box _____ of _____ Boxes.
- (7) Nomenclature (brief description of items).

Begin Regulation

D-FSS-477 TRANSSHIPMENTS (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

Begin Regulation

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

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

Begin Regulation

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

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

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

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

Begin Regulation

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

Prices offered must cover delivery to destinations as provided below:

(a) *Direct delivery to consignee*. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)

Table - Direct Delivery to Consignee
Geographic area(s)/Countries/Zones

(b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

Table - Delivery to Overseas Assembly Point for Trans-shipment
Geographic area(s)/Countries/Zones

(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.

Table - Delivery to Overseas - other than (a) or (b)
Geographic area(s)/Countries/Zones

Begin Regulation

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

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

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

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

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

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

(Yes) (No)

Alaska ____ ____

Hawaii ____ ____

Puerto Rico ____ ____

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

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

Begin Regulation

**F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE
(JAN 1994)**

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

Begin Regulation

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.

Table - Additional Service Charge for a Delivery within Consignee's Premises	
ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	ADDITIONAL CHARGES (Per shipping container) for "Delivery Within Consignee's Premises"

Begin Regulation

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

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

Begin Regulation

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

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

Begin Regulation

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any

delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

**G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM
(MAS) (JAN 1999)**

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

Begin Regulation

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

Begin Regulation

**G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL
PERIOD—PLACING OF ORDERS (OCT 1988)**

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

Begin Regulation

I-FSS-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.

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

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 via the FAS Sales Reporting Portal (see GSAR 552.238-74 “Industrial Funding Fee and Sales Reporting”) during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Begin Regulation

**I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR
REQUIREMENTS (MAR 1998)**

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency’s purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
- (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.
- (3) Performance has been acceptable under the contract.
- (4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB

1995)

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-546 GUARANTEE (APR 1984)

The Contractor guarantees the equipment furnished will be free from defects in material and workmanship for a period of not less than 1 year from date of delivery. All parts found defective within that period shall be replaced, with the cost of replacement, including shipping charges, to be borne by the Contractor. Under no circumstances will any equipment covered by this guarantee be returned without (a) advance written notice to the Contractor, or (b) obtaining shipping instructions from the Contractor.

Begin Regulation

I-FSS-594 PARTS AND SERVICE (OCT 1988)

- (1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.
- (2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
- (3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*[®] (OCT 2014)

(a) The Contractor must participate in the GSA *Advantage!*[®] online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (APRIL 2018)

(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) and there are some instances where direct connections may be offered as an alternative.

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.

A central repository of all trading partners, called the System of Award Management (SAM), has been developed and is available at SAM.gov. 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).

(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.nist.gov>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

Several resources are available to vendors to assist in implementing EC/EDI:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) *GSA Advantage!*®

(1) *GSA Advantage!*® will use EC/ECI to receive catalogs, and text messages; and to send purchase orders, application advice, and functional acknowledgments and other transactions as needed. *GSA Advantage!*® enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Acquisition Services (FAS) to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) *GSA Advantage!*® may be accessed via the GSA Home Page. The INTERNET address is: <https://gsaadvantage.gsa.gov>.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To

the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*[®], a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!*[®] for further information.

(3) Further details on EDI, ICs, and *GSA Advantage!*[®] can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

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

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

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

(ii) Composing a price list in which only those items, terms, and conditions accepted by the

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

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

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

Schedule Title

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

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

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

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

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

Business size.

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

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

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

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

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

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

6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).

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

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

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

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

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) 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) 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 will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4, *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:

Email: NCSCCustomer.Service@gsa.gov

U.S. General Services Administration

The Heartland Region, Region 6

2300 Main St., Kansas City, MO 64108

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

**I-FSS-680 DISSEMINATION OF INFORMATION BY
CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

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

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

Begin Regulation

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)**

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 Reductions 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.

(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 10 percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) 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: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969

If participating in the TDR pilot, clause I-FSS-969 Economic Price Adjustment FSS Multiple Award Schedule Alternate II applies.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination

of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

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

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969

Vendors who are not participating in the TDR pilot, clause I-FSS-969 Economic Price Adjustment FSS Multiple Award Schedule applies.

Part III - VENDOR INSTRUCTIONS

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

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

Commercial and Government Entity (CAGE) code means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via —

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government..

(f) Do not delay submission of the offer pending receipt of a CAGE code.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
4.1804(a)

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

Commercial and Government Entity (CAGE) code means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “doing business as” name)

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ____ are not ____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ____ have not ____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ____ have not ____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only

in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means —

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ____ has ____ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in System for Award Management, which can be accessed via <https://www.sam.gov>

Begin Regulation

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING

**DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING
DATA (OCT 2010) (ALTERNATE IV — OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

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

(2) Commercial sales practices. The offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation (48 CFR 515.2).

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

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s).

Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend *[check applicable box]* to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Table - Other Place of Performance	
Location	County

Table - Plant or Facility If Other Than Bidder	
Location	County

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed-Price with Economic Price Adjustment (EPA) Multiple Award Schedule contract resulting from this solicitation.

Begin Regulation

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror ____ does ____ does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute —

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service

Contract Labor Standards to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

Begin Regulation

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

	Line Item No.	Country of Origin
	(List as Necessary)	

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
Federal Acquisition Service, Northeast & Caribbean Supply and Acquisition Center, One World Trade Center, 55th floor; Room 55W09 New York, NY 10007-0089

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

protest with the GAO.

Begin Regulation

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

Number	Title	Clause/Provision
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (NOV 2015)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)	Provision
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2012)	Provision
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN â## REPRESENTATION AND	Provision

	CERTIFICATIONS (AUG 2018)	
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JAN 2016)	Provision

Begin Regulation

552.216-73 ORDERING INFORMATION (AUG 2010)

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

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

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

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

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

YES NO

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

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, *Option to Extend the Term of the Contract (Evergreen)*, canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 365 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

A-FSS-2-F (MAY 2000)**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR:**

- (a) FSC GROUP 75 PART N/A SECTION N/A
- COMMODITY: Office Products/Supplies and Services
- FSC CLASS(ES)/PRODUCT CODE(S): Various
- (b) STANDARD INDUSTRY GROUP: Various
- SERVICE: Various
- SERVICE CODE(S): Various

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).

Begin Regulation

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: N/A.

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

- (a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."
- (b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

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

The SINS for schedule number 075 are listed below

SIN #	SIN Title	Total Sales in \$
75 85	Restroom Products	\$13,917,331
75 99	NEW PRODUCTS/TECHNOLOGY	\$0
75 200	OFFICE PRODUCTS/SUPPLIES	\$126,307,564
75 210	OFFICE SERVICES	\$60,266,168
75 220	ENHANCED SIN FOR OFFICE PRODUCTS & SERVICES / OFFICE SUPPLIES 4TH GENERATION (OS4).	\$0
75 280	ENHANCED SIN FOR OVERSEAS OFFICE PRODUCTS & SERVICES / OFFICE SUPPLIES 4TH GENERATION (OS4)	\$0

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Note: Regulation K-FSS-1

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: IdenTrust 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).

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
 - (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by 90 days..

Begin Regulation

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (OCT 2014) FSS A/L FC-98-4

(a) *Definition.*

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.238-81, Modifications (Federal Supply Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

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

Begin Regulation

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

Begin Regulation

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) 4.1804(d)

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

“*Commercial and Government Entity (CAGE) code*” means —

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“*Predecessor*” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____
(Do not use a “doing business as” name)

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) 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 —

(6) 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

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Highest-level owner*” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“*Immediate owner*” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“*Inverted domestic corporation*”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“*Manufactured end product*” means any end product in product and service codes (PSCs) 1000–9999, except —

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Predecessor*” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“*Restricted business operations*” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“*Sensitive technology*” —

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically —
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“*Service-disabled veteran-owned small business concern*” —

- (1) Means a small business concern —
 - (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability

that is service-connected, as defined in 38 U.S.C. 101(16).

“*Small business concern*” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“*Small disadvantaged business concern*”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“*Subsidiary*” means an entity in which more than 50 percent of the entity is owned —

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“*Successor*” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“*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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is, _____ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225–3, Buy American — Free Trade Agreements — Israeli Trade Act, is

included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as

defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade

Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.- made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as

listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

N/A (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.

N/A (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that —

(i) It _____ is, _____ is not an inverted domestic corporation; and

(ii) It _____ is, _____ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

_____ (Do not use a “*doing business as*” name)

Is the immediate owner owned or controlled by another entity:

_____ Yes or _____ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “*doing business as*” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that —

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that —

(i) It is _____ is not _____ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement

with the authority responsible for collecting the tax liability; and

(ii) It is _____ is not _____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____
(Do not use a “doing business as” name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to

receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).