Solicitation Document

Title : **Scientific Equipment and Services**

Solicitation Number : **7FCB-C4-070066-B**

Refresh Number : **28**

Created on June 13, 2019

COVER PAGE

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

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

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

Section 508 Standards Applicable to this Effort:

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

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. 7FCB-C4-070066-B Refresh 28

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP Schedule 66
Scientific Equipment and Services PART - SECTION -

COMMODITY: Test and Measurement Equipment; Aviation Instruments and Equipment; Aircraft Components, Maintenance and Repair; Unmanned Vehicle Systems; Chemistry, Biochemistry, Clinical Instruments; Laboratory Instruments, Furnishings and LIMS; Geophysical, Environmental Analysis Equipment; and Mechnical, Chemical, Electrical, and Geotechnical and Thermal/Fire Testing and Analysis Services

FSC CLASS(ES)/PRODUCT CODE(S): 8734, 1550, 5985, 6605, 6610, 6615, 6620, 6625, 6635, 6685, 6695, 6630, 6635, 6640, 6650, 3770, 4110, 6636, 6670, 6655, 6660, 6665 & 6675

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

SERVICE: -

SERVICE CODE(S): -

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

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

Number	Title	Clause/Provision

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

Number	Title	Clause/Provision

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in $

The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in $

Note: Regulation CP-FSS-2
UPDATES TO THE SOLICITATION:

Schedules were made aware that there are wage determinations (WDs) missing from the files incorporated into all solicitations via the April refresh. After significant research and validation of the files, we have determined that the size of the file resulted in instability when downloading and emailing, causing a portion of the files to be dropped from the PDFs.

Note: Individual Schedules may update additional clauses/provisions to make clarifications, administrative corrections, and other required changes

IMPACTS:

We have corrected for this issue by breaking the files into smaller parts, and have validated that the files now contain all necessary WDs. In order to incorporate the corrected files into our MAS solicitations, we are refreshing all Schedules.

NOTES:

In addition to the corrected WD files, the clause updates below will be made as well:
I-FSS-599 (FEB 2018) - Date corrected to APRIL 2018
CI-FSS-151-N (OCT 2015) (ALT I-JUL 2016) - currently designated as a clause, will be changed to a provision
CI-FSS-151-N (OCT 2015) - currently designated as a clause, will be changed to a provision
CI-FSS-151-S (OCT 2015) - currently designated as a clause, will be changed to a provision
CI-FSS-151-S (OCT 2015) (ALT I-JUL 2016) - currently designated as a clause, will be changed to a provision

Begin Regulation

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

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

GENERAL SERVICES ADMINISTRATION

Address: GSA, Greater Southwest Acquisition Center
Scientific, and Advertising and Integrated Marketing Solutions Division
Attn.: Richard Armstead (7QSAC-D7)
819 Taylor Street, Room 7A37
Fort Worth, TX 76102-6114

or

Phone 817-850-8124, Email: richard.armstead@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-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS PROGRAM CONTRACTORS (APR 2019)

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

(1) The contractor has an existing FSS program contract under this Schedule and is submitting a

new offer for the same SINs.

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

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

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

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

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

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

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

(1) SCP-FSS-002 *Specific Proposal Instructions for Services* – Applies to all offers that propose services, with the exception of Schedule 70 and 00CORP. The offeror must comply with all requirements under this provision with the exception of (d)(2) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

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

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

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

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

(6) SCP-FSS-008 *Specific Proposal Instructions for Schedule 00CORP* – Applies only to offers submitted under Schedule 00CORP – Professional Services Schedule (PSS). The offeror must comply with all requirements under this provision with the exception of (c) Section II – Technical Proposal (Factor Four – Relevant Project Experience), which is not applicable to streamlined offers.

Offerors proposing both products and services must comply with the streamlined requirements of SCP-FSS-002 and SCP-FSS-003, as detailed above. Offers submitted under Schedule 70 are required to comply with the streamlined requirements of SCP-FSS-004 only, regardless of whether products and/or services are offered. Offers submitted under Schedule 00CORP are required to comply with the streamlined requirements of SCP-FSS-008 and SCP-FSS-003.

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

(1) Active System for Award Management (SAM) registration verification,

(2) Small Business Subcontracting Plan (if applicable),

(3) Commercial Sales Practices (CSP) disclosure.

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

(1) Previous FSS cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,

(2) Agent Authorization Letter (if applicable),

(3) Technical Proposal,

(4) Price Proposal Template,

(5) Supporting Pricing Documentation,

(6) Price Narrative,

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

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

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

(j) All offerors must comply with the following:

(1) **Section I – Administrative/Contract Data**

(i.) 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.

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

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

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

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

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

(iii.) 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.

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

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

(2) **Section II – Technical Proposal**

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

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

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

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

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

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

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

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

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

(3) **Section III - Price Proposal**

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

specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

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

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

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

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

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

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

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

OR

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

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

(vi.) Complete the Commercial Sales Practices Format (CSP-1) in eOffer in accordance

with the instructions provided. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

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

(1) **AbilityOne Program Products**

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

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

or 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. Offers 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 <u>each proposed services SIN</u> 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, 5thEdition). 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.

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Part I - GOODS & SERVICES

Group Name: FSC Group 66, Part II, Section J

602 1 --- Microwave/Millimeter Wave Antennas

MW and MMW antennas are used to radiate waves generated by a transmitter. Examples of such equipment include broadband antennas, feeds, and accessories including gain standards, parabolic reflectors and feeds, log periodic and dual polarized antennas; standard gain horn and dipole antennas; parabolic antenna reflectors; linear, log periodic, dual polarized, orthomode, and compact range feeds. Also include antenna pattern measurement systems used for determining radiation transmission patterns of antennas.

Sales: $691,317
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5985
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	1250 employees

602 2 --- Microwave/Millimeter Wave Instrumentation Subcomponents

MW and MMW instrumentation subcomponents include waveguides and waveguide accessories such as adapters, directional couplers, isolators, mixers, attenuators, tuners, and terminators, and component amplifiers, filters and detectors. Includes MW and MMW signal sources and modulators. Includes filters, detectors, and component amplifiers.

Sales: $260,331
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5985
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 3 --- Amplifiers And Filters

Self-contained and modular plug-in type electronic signal amplifiers, amplifier systems, DC instrumentation amplifiers and active filters for laboratory and testing applications. Electronic amplifiers and amplifier systems include audio, video, LF, HF, VHF, UHF, power, digital, pulse and operational amplifiers and conditioning components. DC amplifiers include signal, differential, transducer, wide-band and thermocouple conditioner amplifiers. Filters include Chepachet, Bessel, digital, liner, active, and pass filters.

Sales: $1,922,038

Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 5 --- Microwave/Millimeter Wave Amplifiers

Self-contained amplifiers designed to increase output power from microwave sources. Typically used for laboratory and testing applications. Includes high-power amplifier test systems.

Sales: $843,264
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 6 --- Electrical/Electronic Parameter, Standards And Calibration Instruments

This equipment is used to correct variation in accuracy between the instruments being compared. Examples of such instruments include precession voltage, current, and resistance sources and multifunction, vibration, and oscillator calibrators. Also includes resistance boxes, primary resistance ovens, resistance standards, decade transfer resistance standards, and precession amplifier accessories.

Sales: $4,643,403
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 7 --- Time And Frequency Standards And Calibration Instruments

Includes receivers, signal generation and distribution components for time and frequency signals derived from oscillators, transponders and other sources of time and frequency generation and distribution. Includes time code generators and translators generating time

codes and pulse rates.

Sales: $5,181,738
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 8 --- Sound And Vibration Standards And Calibration Instruments

Includes sound and ultra-sound standards and calibration equipment such as microphone calibration equipment, (e.g., standard microphones, sound level and sound intensity calibrators, acoustic calibrators, and piston phone). Also, includes vibration transducer calibration equipment such as standard reference accelerometers.

Sales: $169,914
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 9 --- Infrared Radiation And Temperature Standards And Calibration Instruments

Examples of such equipment include block calibrators, thermocouple calibrators, thermocouple simulators, temperature calibration baths, black body standards, temperature probe calibrators probe/sensor calibrators, precision temperature baths, temperature sources, radiant blackbody standards.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6685
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 10 --- Pressure Standards And Calibration Instruments

Component testers and analyzers used to test or to determine operating characteristics of primary electronic components as opposed to component assemblies/circuits. Examples of such testers and analyzers include transistor and vacuum tube checkers/testers, component test switchers, component curve tracers, and CRT analyzers. Includes Automated Test Equipment (ATE) for component testing, but excludes resistance, conductance, capacitance, and Inductance meters not having automated test features.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6685
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 14 --- Chart Recorders, Data Acquisition And Data Logging Systems

These systems are used to collect and record output data from a large number of transducers into electronic memory for automatic processing. Includes design-mated control, sampling, multiplexing, logging (recording), and signal conditioning modules. Includes integral analysis equipment and self-contained data loggers. Excludes general purpose equipment designed for magnetic tape recording, chart recording, communications, telemetry, data processing and environmental data specialized systems. Excludes generic signal sources/sensors. Excludes systems designed for data acquisition of specific sets of fixed parameters such as power monitoring systems, flood monitoring systems, medical patient monitors.

Sales: $4,923,752
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 17 --- Laboratory Bench And Rack Power Supplies, Mount Type, Programmable

Laboratory power supplies used on lab benches and automated test systems as sources of precise and controlled power and for the measurement of voltage, current and power. Examples of such instruments include voltage sources, current sources, source swatters and components, power controllers, switching and high voltage power supplies. Excludes uninterruptible power supplies and supplies designed for line power conditioning and isolation. Excludes supplies designed for dedicated use with a specific type of laboratory instrument or designed for installation in an instrument or other apparatus.

Sales: $2,126,733

Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 18 --- Transducer Signal Conditioning Devices

These devices used to convert, compensate, or manipulate the output from the transducer into an electrical quantity. Examples of such instruments include amplifying, conditioning, and conversion devices designed specifically for use with transducers such as transducer (sensor) signal amplifiers, and filters. Includes transducers signal transmitters when separated from transducers.

Sales: $375,092
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 21 --- Load Pressure And Vacuum Transducers

These transducer devices convert the applied mechanical quantity (force, torque, or pressure) to a deflection or strain. Deflection sensors or strain gages are then used to give an electrical signal proportional to the mechanical quantity. Examples of such devices include load cells, torque cells, compression and tension transducers, barometric/atmospheric sensors, submersible/level sensors, absolute and differential pressure, vacuum sensors, and pressure scanning arrays.

Sales: $49,764
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6685
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 22 --- Acceleration Transducers (Accelerometers)

Accelerometers convert a kinematics quantity such as acceleration into an electrical signal

proportional to acceleration through a sensing element. Examples of such accelerometers are amplified, piezoelectric, miniature, and submersible accelerometers.

Sales: $260,393
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 23 --- Vibration, Acoustic, And Ultrasonic Transducers

These transducers convert sound and frequency of mechanical vibrations into an electrical signal proportional to the mechanical vibrations. Examples of such transducers include ultrasonic detection systems/guns, and microphones. Excludes microphones designed for communication.

Sales: $287,009
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 24 --- Panel Meters

Panel meters are display devices designed for panel mounting and for displaying transducer signal output and other signal sources. Includes panelized counters and frequency display devices, and configurable multiple parameter display devices.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 26 --- Nuclear Radiation Standards And Calibrators

This equipment is used to calibrate radiation equipment. Examples of such equipment include

standards for the calibration of radiation detectors, survey meters, radiation dosimeters, nuclear (gamma) cameras; includes standardized sources such as resin imbedded sources, solutions, phantom sources, flood (planar) sources, line sources; and includes radiation test patterns. Excludes radioactive drugs and medical analysis equipment and medical dose calibrators but includes standards for calibration of dose calibrators.

NOTE: "Manufacturing, commerce and usage of radioactive materials and related devices are controlled by Federal, State and Local regulations. For example, manufacturers, distributors, and purchasers are required by Federal regulations to obtain licenses for manufacturing, sale, packaging, distribution, installation, servicing, processing, packaging, labeling, transfer, possession, and ownership of radioactive materials. Manufacturers and distributors are further required by Federal regulations to register radioactive products and related devices. No portion of this solicitation shall be construed to relieve manufacturers, distributors and users of regulatory requirements governing manufacturing, commerce and usage of radioactive materials and related devices sold under any resulting supply contract. Information concerning applicable Federal regulations may be obtained by contacting the US Nuclear Regulatory Commission."

Sales: $48,140
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 30 --- Vibration, Acoustic And Ultrasonic Testers and Analyzers

Includes non-destructive test and analysis instruments, which detect and analyze vibrations and shock in a specimen or machine element. Typically used in applications such as applied research, and the preventive maintenance of rotating machinery.

Sales: $5,866,390
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6635
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 31 --- Spot-Sensing, Non-Contact Temperature-Measuring Instruments

These temperature-measuring devices used to measure the temperature of a specimen from the amount of radiation emitted by it. Typically used in applications where contact sensing elements cannot be used because of hazards (such as high voltage), where distances are too great or temperatures are too high. Excludes instruments designed for meteorological use.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6685
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 32 --- Temperature/Heat Imaging Instruments; Humidity Standards And Calibrators, Heat Energy Measuring Instruments And Temperature Controlling Instruments

The temperature/heat imaging instruments are used to measure and visually display the temperature gradients in a specimen. Areas of different temperature are displayed in differing colors on the display device (usually a CRT). Typically used in applications such as applied research, process control, preventive maintenance and security. The humidity standards and calibrator equipment is used to calibrate test and measurement for humidity. Examples of such equipment include chilled mirror dew/frost point hygrometers, humidity transfer standards, standard hygrometers, chilled mirror standards, humidity/relative humidity generator chamber standards. The heat energy-measuring instruments are used to measure the heat flux or heat content of a specimen.

Sales: $5,461,885
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6685
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 35 --- Ground Penetrating Radar Equipment (GPR), Electromagnetic Induction Equipment, And Other Conductive Material Locators

Equipment provides a non-destructive method of locating buried objects in a variety of media, including rock, soil, ice, fresh water, pavements and structures. Typical applications for the equipment include, but are not limited to, environmental assessments, bridge, road, and concrete inspections, forensics, geology and archaeology.

Sales: $1,070,579
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6695
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 40 --- Avionics Test Equipment

This equipment is used to test the electronic circuitry of aircraft black boxes and navigational systems. Examples of such equipment include radar test sets, aircraft navigation signal analyzers. Includes avionics equipment such as flight data recorders, cockpit voice recorders, and videocassette tape recorders/producers used aboard the aircraft.

Sales: $18,576,533
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6695
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 41 --- Navigational And Flight Instruments

Navigational instruments to include but not limited to Azimuths, Sextants, Octants, Compasses, Plotting Boards, Underwater Log Equipment, Air Position Indicators, Drift Meters. Flight instruments to include but not limited to air speed indicators, rate of climb indicators, bank and turn indicators, pilot tubes, gyro horizon indicators, and altitude gyro indicators.

Sales: $1,336,134
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6610
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1250 employees
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 42 --- Automatic Pilot Mechanisms And Airborne Gyro Components

Automatic pilot mechanisms and Airborne gyro components to include but not limited to automatic pilot regulators, directional, vertical, bank and turn, and hydraulic surface gyro controls, airborne and ship borne automatic pilot mechanisms, helicopter automatic stabilization equipment.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6615
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1250 employees
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 43 --- Aviation Engine Instruments

Aviation Engine Instruments includes but is not limited to fuel pressure gages, manifold pressure gages, oil pressure gages, fuel mixture indicators, engine oil and fuel warning devices.

Sales: $5,711
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6620
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1250 employees
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

602 4000 --- Aircraft Components, Maintenance, Repair Services, Extended Warranties, And Maintenance Agreements

This PSO offers customers the choice between hourly repair and annual service agreements. Examples of such PSOs include time and material service, and fixed price per incident repair service. This SIN for maintenance and repair services relates specifically to equipment acquired under this schedule and does not include research and development projects or Professional Engineering Services unrelated to the existing product offerings.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $300,000

NAICS

Number	Description	Business Size
811219	Other Electronic and Precision Equipment Repair and Maintenance	$20.5 million

627 1 --- Oscilloscopes And Video Signal Monitors And Analyzers

Instruments designed to measure voltage, frequency and other factors and display wave shapes

of input signals on CRT or similar display devices including PC-based oscilloscopes, hand-held, and portable scope meters. Examples of such oscilloscopes include dual trace, dual time, digital real time, digital storage, and LCD digital oscilloscopes. Instruments designed to analyze video equipment. Examples of such equipment include VCR and computer monitor analyzers. Also, include instruments designed to determine waveform and characteristics of video signals. Examples of such equipment include NTSC/PAL.SECAM video signal analyzers/monitors, video vector scopes, and Veda level meters.

Sales: $16,827,909
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 2 --- Signal Analyzers

General-purpose instruments used to measure signal characteristics such as harmonics, phase noise, carrier level, amplitude, frequency, jitters, distortion, etc. Include general-purpose spectrum analyzers for RF through optical bands. Examples of signal analyzers include: frequency spectrum, Fourier, phase, real time, and signal distortion analyzers; RF signal surveillance analyzers and optical spectrum signal analyzers). Excludes oscilloscopes and specialized analyzers for audio, noise, video, radio transmission, and telecommunication signals.

Sales: $17,831,788
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 3 --- RF Communication Monitors, Testers And Analyzers And Global Positioning System (GPS) Receiver Test Sets

Instruments designed to determine carrier and modulation parameters of radio, microwave and millimeter wave transmission signals in terms of waveform, power, amplitude, frequency, phase, noise, distortion, etc. Examples of such equipment include: AM, FM, PM, FSK, and ASK, monitors and modulation analyzers, microwave signal analyzers, vector signal analyzers, radio communication test sets, communication service monitors, and modulation meters. Excludes instruments specialized for analysis of television signals, telephone and data telecommunications line signals. Test sets designed to test GPS receivers. Examples of such test sets include GPS satellite simulators/satellite signal generators, and GPSTs.

Sales: $8,925,186
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 5 --- Audio/Distortion Signal Analyzers

Instruments specialized to determine waveform and characteristics of audio signals. Examples of such instruments include audio, audio distortion, acoustic, noise, sound, and stereo analyzers; wow, flutter and drift meters; audio frequency measuring amplifiers; and spectrum analyzers specialized for audio frequencies. Excludes modulation analyzers and vibration analyzers.

Sales: $218,653
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 6 --- Electronic Noise Analyzers/Meters

These instruments are used to measure electronic noise of signals and devices. Examples of such instruments include signal to noise ratio S/N analyzers/meters and noise analyzers/meters.

Sales: $102,795
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 7 --- Network Analyzers

Network analyzers are instruments and systems used to measure linear and nonlinear behavior of devices in terms of changes in amplitude, phase, frequency and noise, or to determine input/output conditions including impedance, S-parameters, transmission and reflection

coefficients, and transfer functions. Examples of such equipment include vector and scalar network analyzers/ measurement systems, microwave test sets and measurement receivers , Z meters, and S-parameter measurement sets. Excludes logic analyzers, telecommunications lines/networks analyzers, fiber optics lines testers, and component curve tracers.

Sales: $29,856,687
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 8 --- Voltage, Current And Line Power Recorders And Analyzers

These analyzers and recorders used to describe or determine the content of line power in terms of waveform, voltage, current, power, frequency, phase, noise, distortion, and other factors. Examples of such instruments include power monitors and analyzers, line voltage scanners and recorders, power quality analyzers, power harmonic analyzers, power line disturbance monitors/ analyzers.

Sales: $316,087
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 9 --- Digital Logic Generators And Analyzers

Logic analyzers used to analyze the internal and input/output states and timing of digital logic circuitry of data processing equipment, PC boards and assemblies. Examples of such equipment include logic analyzers, emulators, bus exercisers and monitors. Also, includes general-purpose digital data pattern generators such as sequential and algorithmic pattern generators. Excludes instruments specialized for testing data communications equipment and instruments designed for IC and PC board quality acceptance testing.

Sales: $241,998
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size

334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 10 --- Component Analyzers And Testers

Component testers and analyzers used to test or to determine operating characteristics of primary electronic components as opposed to component assemblies/circuits. Examples of such testers and analyzers include transistor and vacuum tube checkers/testers, component test switchers, component curve tracers, and CRT analyzers. Includes Automated Test Equipment (ATE) for component testing, but excludes resistance, conductance, capacitance, and Inductance meters not having automated test features.

Sales: $349,940
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 11 --- Circuit (PC Board And IC) Testers

Circuit testers used primarily to perform quality acceptance tests on printed circuit boards and integrated circuits. Includes matrix switchers, switching/multiplexer cards, and scanner cards. Includes Automated Test Equipment (ATE) for circuits, which are generally designed to use pre-programmed tests as opposed to operator interactive analysis. Excludes more general-purpose analog and digital signal analyzers.

Sales: $737,109
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 12 --- Telecommunication Line Testers And Analyzers

Equipment specialized for describing general line/network condition in terms of analog parameters (attenuation, distortion, etc.) and in terms of switching and digital modulation/demodulation parameters (jitters, delay, etc.). Examples of such equipment include microwave telephone system transmission test sets, telecommunication test equipment such as breakout boxes; modem and fax testers and digital circuit encoding/decoding test equipment, cable/line performance test equipment such as cable fault locators, time domain reflectometer TDR's, subscriber line analyzers, loop responders, and talk sets; trunk line performance test equipment such as trunk responders and line simulators/emulators, and

transmission impairment measurement sets (TIMS), etc. Includes modulation/demodulation equipment.

Sales: $995,850
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 13 --- Data Communication Equipment Testers And Analyzers

Equipment used to observe, analyze, and simulate the interactions between network devices and LANs and WANs. Examples of such equipment include LAN/WAN protocol analyzers, ISDN analyzers, and ISDN line/bus simulators/emulators, token ring analyzers, and Ethernet analyzers. Include bit error rate test (BERT) sets.

Sales: $5,179,839
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 14 --- LightWave Test Instruments

Lightwave test instruments include lightwave signal sources and laser source accessories, lightwave analyzers, lightwave polarization analyzers, optical spectrum analyzers, optical power meters, optical time domain reflectometer OTDR's, fiber optic cable test sets/fault detectors, fiber optic talk test sets, fiber network analyzers, and laser source accessories.

Sales: $1,876,210
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 15 --- Signal Generators

Signal generators used to produce sinusoidal waveforms and/or electronic signal patterns. Examples of such instruments include sine-wave oscillators, RF signal generators, function generators, frequency synthesizers, arbitrary waveform synthesizers, and sweep signal generators.

Sales: $21,782,993
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 17 --- Audio And Video Signal Generators

These signal generators are specialized instruments designed to produce audio signals and video signal such as NTSC, PAL, and CCTV signals. Include test pattern generators.

Sales: $9,247
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 18 --- Microwave Signal Generators

These signal generators are specialized instruments designed to produce microwave signals (1 GHz to 300 GHz) and millimeter waves (10 -2m to 10 -4m). An example of such instrument is microwave sweep frequency synthesizers. Also includes signal generator modulators designed to modulate signal generator signals.

Sales: $4,480,328
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 22 --- Electronic Counters And Frequency Meters

These instruments used for measurement of frequency, time interval, and phase, event counting and other special parameters. Examples of such instruments include frequency meters, frequency and time interval analyzers, universal counters, microwave and pulsed microwave counters.

Sales: $706,067
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 23 --- Voltmeters, Ammeters And Multi-Meters

Voltmeters measure voltage, ammeters measure current, and multimeters measure voltage, current and other electrical parameters such as resistance, frequency, etc. Examples of such instruments include digital multi-meters (DMM's), analog display meters, bar graph display meters, Kilovolt (kV) meters, volt detectors, and clamp-on meters.

Sales: $4,511,379
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 25 --- Field Strength/Intensity Meters

Field strength and intensity meters and recorders used measure the level of magnetic field emitted from power lines, appliances and other equipment. Examples of such instruments include electromagnetic field strength meters, ELF/power frequency, EMF survey meters, magnetic field monitors, and Gauss/Tesla meters. Includes sub-infrared radiation hazard detection meters.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 27 --- Line Power And Signal Power Meters And Line Power Consumption Meters

These meters are used to measure power of signal and power sources including RF and wideband power meters. Examples of such equipment include line power meters, watt meters, RF and wideband power meters. Excludes line power consumption meters, line power quality analyzers, and optical power meters. Meters and recorders specialized for measuring electrical energy consumption in such as kilowatt-hours or similar units. Examples of such meters include kilowatt-hour meters, watt-hour meters, and energy meters.

Sales: $2,479,020
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 29 --- Resistance And/Or Conductivity Meters And Bridges

Self-contained portable and bench style meters and recorders specialized for measuring resistance and conductance of electrically conductive materials and devices including insulation and leakage testers. Examples of such meters include ohmmeters, conductivity meters, Mho meters, insulation testers, leakage testers, and resistance testers and bridges.

Sales: $764,626
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 30 --- Reactance And Impedance Meters And Bridges

Self-contained portable and bench style meters and bridges specialized for measuring reactance and/or impedance. Examples of such meters include impedance meters, inductance reactance meters, capacitance reactance meters, vector impedance meters, SWR bridges, and dielectric test sets.

Sales: $71,858
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625

Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 31 --- Inductance And Capacitance Meters And Bridges

Self-contained portable and bench style meters specialized for measuring inductance and/or capacitance. Examples of such meters include capacitance meters, and inductance meters and bridges.

Sales: $200,982
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 32 --- AC Wiring Analyzers

Self-contained portable instruments specialized for line power wiring analysis. Includes neutral and ground fault detectors and wiring safety analyzers, phase sequence indicators, and motor wiring sequence indicators. Other examples include AC power outlet testers, GFCI testers, continuity testers, and branch current analyzers. Excludes telephone line analyzers/tracers.

Sales: $118,659
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 33 --- Modular Instruments, Mainframes

Instruments and systems, which utilize plug-in modules or cards in a mainframe to achieve a multiple instrument configuration, designed to measure/analyze general electronic signal and power parameters, and electronic devices. Examples of such instruments include VXI-based test systems, and modular measurement systems (MMSs).

Sales: $1,945,820
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No

Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 35 --- Relay And Circuit Breaker Test Sets And Soldering, Desoldering, And Repair Equipment

These test sets are used to: (1) test motor over-load relays and molded-case circuit breakers, (2) calibrate, time and troubleshoot protective relays, (3) test electrical insulation. Examples of such test sets include overload test sets, protective relay test sets, and power factor test sets. The soldering, desoldering, and repair equipment is temperature and microprocessor controlled used to solder, desolder, and rework/repair of surface mount, thru-hole, ball grid array and other electronic components. Examples of such equipment include microprocessor-controlled soldering/desoldering systems, convective and conductive heat systems, fume extraction systems, and process monitors.

Sales: $409,255
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 50 --- Unmanned Vehicle Systems, Operations Support, Data Collection, Analysis, Reporting, and Related Services

A fully integrated, configurable, and operable system that includes all components, accessories, and repair parts necessary for the unmanned vehicle to perform its intended function including, but not limited to, the vehicle, the control station(s), payload, data link, launch and recovery systems, the power plant, mission payload, guidance and control equipment, data links receivers/transmitters, manned control station, launches, autopilots, navigation/guidance subsystems, automatic landing subsystems, similar equipment items, and related services. Operations support is provided by a contractor team containing all manpower and personal equipment/tools necessary to operate and maintain a complete government or contractor owned/leased unmanned vehicle system for a specified period of time. Location of such support can be inside and/or outside the continental United States (CONUS and OCONUS). Related services include, but are not limited to data collection, interpretation, and reporting.

Sales: $637,766
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 1550

Maximum Order : $2,000,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees
336411	Aircraft Manufacturing	1500 employees

627 1007 --- Introduction To New Services / Products (INSP)

This SIN includes new or improved commercial services or products that perform new tasks or procedures not currently available under any GSA contract.

Sales: $44,859,377
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees
334516	Analytical Laboratory Instrument Manufacturing	1000 employees
541690	Other Scientific and Technical Consulting Services	$15 million

627 2000 --- Equipment Maintenance And Repair

This PSO offers customers the choice between hourly repair and annual service agreements. Examples of such PSO's include time and material service, fixed price per incident repair service.

Sales: $4,725,320
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 2001 --- Pre-Purchase Calibration Or Calibration Traceability Certificate

This PSO offers customers the option to upgrade standard calibration. Normally, all instruments are calibrated before shipment. Examples of such PSO's include calibration to a military standard with or without test data and calibration to a commercial standard with test data.

Sales: $725,820
Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 2002 --- Post Purchase Calibration Or Calibration Traceability Certificate

This PSO offers customers the option of calibration services after purchasing and using the instrument. Examples of such PSO's include standard calibration to manufacturer's own specifications, calibration for compliance with certain military or commercial standards with before and after data.

Sales: $2,455,444
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 2003 --- Extended Warranty

This PSO offers the customer an option to extend original equipment warranty for additional time periods. Examples of such PSO's include extending product repair support for additional years, and extending calibration support for additional years.

Sales: $1,875,955
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 2004 --- Service Agreement

This PSO offers the customer an option to receive services; all labor, parts and materials necessary to maintain the equipment in good operating condition will be provided. Examples of such PSO include emergency service, engineering hardware and software modifications, operator training, telephone service agreements, application assistance, software support, and instrument certification.

Sales: $1,918,239
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

627 2005 --- Technical Training And Support (TTS)

This PSO offers the customer an option to receive training in the use of the purchase equipment, and technical support to questions and problems. Examples of such PSO include on site or off site training, basic operator training, hardware and/or software training, installation training, and applications development training.

Sales: $809,933
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $300,000

NAICS

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

627 2006 --- Technical/Application Development Support (TADS)

This PSO offers the customer an option to receive technical support or application development support. Examples of such PSO may include but not limited to systems integration and application development.

Sales: $57,466
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $300,000

NAICS

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

627 5001 --- Leasing Of Equipment

This solution offers customers an additional choice to purchasing. Examples of leasing programs available include, but not limited to: Lease to Ownership (Capital Lease); Lease with Option to Own (Operating Lease); Lease of Solution

Sales: $0

Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W099
Maximum Order : $300,000

NAICS

Number	Description	Business Size
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees

Group Name: FSC Group 66, Part II, Section N

66 100 --- Blood Serum, Urine And Fecal Chemical Analysis, Instruments And Related Chemistries, Supplies And Consumables

These devices are used to determine specific multiple chemical and biochemical parameters of human active fluid and waste products. They may be used for therapeutic drug monitoring and routine screening. They may be of the multi-test, batch, random access, or other operating mode, and may be expandable to further tests as they become available. Includes, but not limited to, reagents, solutions and other directly related supplies.

Excluded from this category are electrolyte analyzers, blood coagulation analyzers and timers, and single test analyzers. Also excluded are blood cell analyzers used in clinical hematology to identify and quantify human blood cell types and classes. This category excludes devices to test for either consumed alcohol or drugs of abuse on location, which may be found on Federal Supply Schedule 65 VI.

Sales: $15,500,366
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 102 --- Blood Gas Analyzers, Electrolyte Analyzers, Blood Coagulation Analyzers And Timers, Single Test Analyzers And Related Chemistries, Supplies And Consumables

These devices are specialized blood analyzers for the testing of specific parameters of blood or serum for therapeutic monitoring and routine screening. Includes, but not limited to, reagents, solutions and other directly related supplies.

Sales: $4,376,019
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 107 --- Electrophoresis, Including Capillary Electrophoresis And Electrophoration Devices And Systems, Nucleic Acid And Amino Acid Sequencing Systems

These devices are intended for separations of biomolecules or molecular fragments through differentiation by electronegativity, responding to a strong electric field. Included in this category are capillary electrophoresis, electrophoresis power supplies, developing, viewing and reading apparatus, and the gel casting, drying and transfer apparatus.

Sales: $7,603,382
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 113 --- Hand Operated Pipettors, And Pipetting, Diluting And Dispensing Devices

These devices are intended for the precise delivery of fluids in the scientific laboratory environment. Included are the single and multiple tip hand-held type, motorized hand-actuated types, and diluting and despensing devices and systems, as well as accessories and options including tips and filling wells formerly procured under separate special item numbers.

Sales: $5,482,023
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 117 --- Automated Pipetting And Dispensing Systems, And Laboratory Robotic Labware Handling Devices, Systems

These devices are intended the fully automated loading of such items as microplates, microtube strips, and other containers for long term, high throughput operations. Also includes diluting and dispensing devices and systems with accessories such as tips and filling wells.

Sales: $7,261,060
Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 118 --- Microplate Readers And Washers, And Cell Harvesting Apparatus

These items are used in biomedical research for the isolation and identification of cellular components or biochemical reactions including immunoassays. Includes multi-well microplates and other ancillary items.

Sales: $9,282,449
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 122 --- Video Image Analyzers And Analysis Systems

These consist of the hardware, software and optics necessary for the isolation and manipulation of macroscopic and microscopic images by acquiring data in digital form.

Sales: $2,489,040
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 136 --- Animal Caging Equipment

Animal cages and caging systems are intended for the care, study and storage of animals that are used in the research biomedical laboratory environment. Included in this SIN may be food and water delivery systems, but not the food or water to be provided, since such items fall under other Federal Supply Classes. Those items referred to as "metabolic cages" are also included, but devices for animal restraint, surgery or dissection are excluded.

Sales: $1,991,346
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No

FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

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

66 137 --- Laboratory Refrigerators And Freezers

Laboratory refrigerators and freezers include reach-in and walk-in configurations suitable for blood banking, chromatography, mortuary and other special-use cooling or freezing requirements. Excludes all household, commercial or display case refrigerators and freezers classifiable in other Federal Supply Classes.

Sales: $17,558,864
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing	1250 employees

66 139 --- Environmental Chambers And Plant Growth Chambers

Environmental chambers and plant growth chambers provide precise control of temperature, humidity and light for agricultural and life science research. Various airflow patterns include up flow and down flow adjustable patterns. Both reach in and walk-in chambers are available. Plant production chambers, dew rooms, tissue and bacteria culture chambers are available for plant pathology studies. Controlled environment rooms and biological workstations are available with features that combine the functions of incubators, refrigerators and freezers; applications include tissue or cell incubation, culture preparation and the storage of cultures in the dormant state. Also available are cold rooms, dry rooms and warm rooms.

Sales: $1,252,626
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

66 141 --- Miscellaneous Laboratory Equipment To Include Laboratory Baths; Freeze Drying Apparatus; Tissue Grinding, Processing, Cell Disruption Apparatus; Waste Recovery Systems; Laboratory Pumps; Ware Washers; Dryers; Laboratory Ovens And Furnaces

Sales: $5,970,261
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

66 147 --- Laboratory Fume Hoods

Fume hoods are available for nonmedical applications such as processing corrosive chemicals, explosive and radioactive substances. Laboratory fume hoods include bench-top, floor consoles or walk-in models with variable air volume, constant air flow designs; stainless steel perchloric acid hoods with built-in wash down systems, stationary and portable hoods, radio isotope hoods and glove boxes are available. Accessories are also available including fume scrubbers, air ejectors and high-pressure blowers. Excludes Vertical Laminar Flow Biological Safety Cabinets.

Sales: $1,323,129
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

66 148 --- Laboratory Incubators

Laboratory incubators are designed to accurately maintain moderate temperatures for chemical reactions or the optimization of biological cell growth. Hybridization incubators in this category process nucleic acid and protein blots; DNA sequences are detected with labeled nucleic acid and probes. Hybridization incubators have microprocessor controls and forced air circulation. . Freezer/Incubators are available for research on poikilothermic (Body temperature regulated by surrounding atmosphere) organisms, drug stability tests , serum studies and enzyme assays; designs include over /under temperature safety limits , forced air circulation, automatic defrost cycles and compressor overload safety cut-offs. Anaerobic incubators provide oxygen free environments for tests on samples that are damaged or degraded by the presence of oxygen. Environmental incubators are available for BOD (biological oxygen demand) and COD (chemical oxygen demand) organic matter measurement tests.

Sales: $3,524,065
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

66 200 --- Laboratory Information Management System (LIMS)

These software packages and services allow customers to utilize computerized automation of laboratory sample processing. Packages include general LIMS for routine laboratory data management and specialized LIMS when customer requirements dictate customized software design. Sample tracking, sample analysis, test organization and test reports are generated using the laboratory's database on customer or supplier servers using operating systems such as Microsoft's Access, Oracle, Sybase, Informix or SQL Server. Basic system managed workflow functions include data capture, data entry, data organization, data analysis, report generation, workload assignment, quality analysis, audit trails and test archiving. The supplier analyzes the customer's needs regarding the laboratory operation, technology, personnel assignments, test and data management, LIMS installation, security and administration. Packages and services are then formulated, designed and fabricated to meet the customer's needs.

Sales: $2,332,024
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

66 231 --- Laboratory Scales, Balances

Includes analytical balances with under hook options to determine density, specific gravity, weigh magnetic materials and large objects. Moisture balances with heating and automatic stop modes are available to determine moisture and residue content in foods and other materials; multiple functions and interfaces for computers, printers and remote displays which allows data storage, data processing and printing; balances can also internally store data, weigh in multiple modes and provide printouts; External and /or internal self calibration is available. Top loading precision balances are available for counting, inspection and checkweighing. Mechanical multiple beam balances are available for classroom instruction and laboratory work; portable mechanical balances with cases are available for field work.

Sales: $1,264,229
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6670
Maximum Order : $400,000

NAICS

Number	Description	Business Size
333997	Scale and Balance Manufacturing	500 employees

66 318 --- Vehicular Scales, Balances

Vehicular scales in this category include portable digital battery powered wheel pads, concrete

and steel bridge deck type truck scales, wheel and load cell aircraft scales. Truck scales and weighing systems are suitable for mining, landfills, law enforcement, truck terminals and fleet operators. Truck wheel scales are designed for use on rough surfaces. Software is available with aircraft scales to compute individual wheel weights, moment arm total, total gross weight, and CG in inches. Scales with low profile, ramp style platforms are supplied to eliminate jacking the vehicle or airplane.

Sales: $2,545,910
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6670
Maximum Order : $400,000

NAICS

Number	Description	Business Size
333997	Scale and Balance Manufacturing	500 employees

66 320 --- Industrial Scales, Balances

Industrial scales and balances include general-purpose industrial counting scales, programmable production check weighers, crane scales, dial and digital hanging scales, postal scales, bench scales, mechanical beam and mechanical dial scales, floor, drum scales, balances and scales approved for use in explosive and hazardous environments.

Sales: $1,122,611
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6670
Maximum Order : $400,000

NAICS

Number	Description	Business Size
333997	Scale and Balance Manufacturing	500 employees

66 1000 --- Professional Scientific Services

Related to scientific and academic research and development in physical, biological, veterinary, natural, and life sciences; testing services and laboratories; other professional, scientific, and technical consulting services (excluding Professional Engineering management services (Schedule 871), and Environmental services (Schedule 899)); characterized as relying upon experimental, empirical, quantifiable data, relying on the scientific method, and focusing on accuracy and objectivity. Includes, but not limited to, professional services, tasks, and labor categories in the fields of biology, chemistry, physics, earth sciences, atmospheric science, oceanography, materials sciences, mathematics, geology, astronomy, veterinary medicine, statistics, systems science, etc., (excludes social and behavioral sciences). Examples of labor categories includes, but are not limited to, Scientific Researchers, Biologists, Physicists, Mathematicians, Statisticians, Research Engineers, Meteorologists, Lab Technicians, Veterinarians and Veterinary Services, Chemists, Biochemical Engineers, Research Nurses, etc.

Sales: $6,570,402
Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	$15 million
541690	Other Scientific and Technical Consulting Services	$15 million
541714	Research and Technology in Biotechnology (except Nanobiotechnology)	1000 employees
541940	Veterinary Services	$7.5 million
541990	All Other Professional, Scientific and Technical Services	$15 million

66 1002 --- Ancillary Supplies And/Or Services And Related Chemistries, Supplies And Consumables

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. Includes, but not limited to, reagents, solutions and other directly related supplies.

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

Sales: $178,706
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : N052
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1250 employees
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750 employees
334516	Analytical Laboratory Instrument Manufacturing	1000 employees
336411	Aircraft Manufacturing	1500 employees
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	750 employees
541380	Testing Laboratories	$15 million

540 2 --- Labware Support Apparatus, Thermometers, Contact Heating

Sensing Devices

Lab ware support apparatus is general and special purpose equipment that supports and manipulates laboratory equipment. Included in this category are pipette support racks, epoxy coated lead ring holders, ring stands, drying racks, motorized, remote, manual screw type jacks and multi-jacks, labware holders, clamping devices, multiple sample trays, tongs and clamps. Includes laboratory bulb and dial temperature reading thermometers.

Sales: $1,393,674
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 3 --- Reusable Laboratory Glassware

Laboratory ware includes general and special purpose graduated and non-graduated laboratory ware used to contain, measure and transfer laboratory samples and solutions. This category includes reusable laboratory glassware. Examples are flasks, beakers, funnels, pipettes, burettes, cylinders, bottles, dishes, slides, test tubes, pestles and mortars. Includes autoclavable, high impact, temperature and chemical resistant borosilicate, soda lime and quartz glassware.

Sales: $1,515,858
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 7 --- Disposable Laboratory Glassware

Laboratory ware includes general and special purpose graduated and non-graduated laboratory ware used to contain, measure and transfer laboratory samples and solutions used to contain, measure and transfer laboratory samples and solutions. This category includes disposable laboratory glassware commonly used to contain and process hazardous and contaminated samples such as bodily wastes, bacterial, viral and cell cultures. Examples are flasks, beakers, funnels, pipettes, burettes, cylinders, bottles, dishes, slides, test tubes, pestles and mortars. Includes soda lime glass and flint quality glass with minimum amounts of silicate additives.

Sales: $1,879,118
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 11 --- Reusable Laboratory Plastic Ware

Laboratory ware includes general and special purpose graduated and non-graduated laboratory ware used to contain, measure and transfer laboratory samples and solutions. This category includes reusable laboratory plastic ware. Examples are flasks, beakers, funnels, pipettes, burettes, cylinders, bottles, dishes, slides, test tubes, trays, pestles and mortars. Includes chemical, heat and impact resistant high-density polypropeline, polycarbonate and polymethylpentene plasticware.

Sales: $1,978,231
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 12 --- Disposable Laboratory Plastic Ware

Laboratory ware includes general and special purpose graduated and non-graduated laboratory ware used to contain, measure and transfer laboratory samples and solutions. This category includes disposable laboratory plastic ware commonly used to contain and process hazardous and contaminated samples such as bodily wastes, bacterial, viral and cell cultures. Examples are flasks, beakers, funnels, pipettes, burettes, cylinders, bottles, dishes, slides, test tubes, trays, pestles and mortars. Disposable plastic-ware is composed of polystyrene, polypropelene and polyethelene.

Sales: $8,602,586
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 16 --- Non-Plastic And Non-Glass Laboratory Ware

Laboratory ware includes general and special purpose graduated and non-graduated laboratory ware used to contain, measure and transfer laboratory samples and solutions. This category includes reusable and disposable laboratory ware. Examples are flasks, beakers, funnels, pipettes, burettes, cylinders, bottles, dishes, slides, test tubes, pestles, trays and mortars. Non-Plastic and Non- Glass Laboratory ware is fabricated from materials including ceramic, metal, fiberglass and rubber.

Sales: $860,134
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 19 --- Laboratory Water Purification Devices, Systems

Laboratory water purification devices and systems remove organic and inorganic contaminants from limited quantities of laboratory waste water. Water is purified to NCCLS Type I, Type II and pyrogen (fever producing) standards. Systems combine technologies such as pretreatment activated charcoal cartridges to remove chlorine and dissolved organics, pretreatment filtration to remove suspended solids, pretreatment ion exchange to remove minerals and soften water, reverse osmosis to remove microorganisms, electrodeionization to remove dissolved inorganics and ultraviolet radiation to remove bacteria. Applications include provision of glassware rinse water, reagent grade water, chemical and cell culture media. Excludes all systems designed for the continuous production of potable water.

Sales: $2,056,177
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
333318	Other Commercial and Service Industry Machinery Manufacturing	1000 employees
339113	Surgical Appliance and Supplies Manufacturing	750 employees

540 21 --- Filter Elements

Filter elements include all filter paper, polymer filter elements, filtering units, cartridges and disposable membranes, including those formerly on Federal Supply Schedule 66 II O, SIN 66-145. Includes ceramic filters, composite membranes, micro-filtration membranes, ultra-filtration equipment, gas separation, polycarbonate membranes, polyester membranes, reverse osmosis filters and nano-filtration filters. Applications are for pharmaceutical, bio-technical, wastewater, food and beverage chemical and industrial processes.

Sales: $2,853,672
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6640
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

566 1 --- Modular Laboratory Furniture Systems

This SIN includes general-purpose laboratory furniture such as cabinets, tables, sinks and work surfaces. Modular furniture requires external support when installed. Includes cabinets, cases, lockers, chemically resistant work surfaces, tables, sinks and other laboratory furniture designed to be installed into group configurations where installation, removal and relocation is required without disturbing adjacent components. Wall mounted or free standing cores, rails and panels provide support structures for workstations where flexibility in the installation and arrangement is required.

Sales: $3,514,948
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7195
Maximum Order : $400,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

566 2 --- Individual Non-Modular Laboratory Tables, Cabinets, Benches, Laboratory Carts

This SIN includes general-purpose free standing laboratory furniture such as cabinets, tables, sinks and desks. This SIN also includes portable workstations and carts for the transportation and storage of laboratory equipment. The following types of non-modular laboratory furniture are included in this SIN: free standing laboratory furniture, mobile ovens, cabinets, benches and instrument carts, with chemically resistant work surfaces. Laboratory sinks, cup sinks and related plumbing fixtures. Free-standing laboratory base wood cabinets and base metal cabinets with drawers, hinged doors and adjustable shelves. Mobile work benches, chemical workstations with pipeting drawers, storage and seating areas. Mobile oven cabinet benches and cases. Self-contained casework and task workstations.

Sales: $941,970
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7195
Maximum Order : $400,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

566 3 --- Special-Purpose Laboratory Furniture

This SIN includes workstations and furniture designed for specific laboratory and medical applications such as dental work, operating room storage, and vibration isolation, inspection and blood collection stations. Self - contained dental workstations can be ordered with dust collectors, overhead task lights, duplex, grounded electrical receptacles, dust collectors, gas valves and air blowguns. Microscope desks are available with motorized, elevating desktops and electrical outlets. Operating room consoles are available with self -contained cabinets and cases for organized storage of equipment and supplies. Double -walled, fiberglass - insulated,

solution warming cabinets with internal heating elements are available. Stone balance tables can be ordered to isolate sensitive instruments from vibrations. Other self-contained workstations include shipping and receiving, infection control, specimen preparation and emergency eyewash stations, casting and soldering, dust collection, finishing and polishing stations. Adjustable height blood collection, instrument and microscope tables, which conform to ADA (Americans with Disabilities Act) requirements are available. The motorized tops can be elevated with a foot switch.

Sales: $460,656
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7195
Maximum Order : $400,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

566 5 --- Workstation Design/Installation

This SIN includes services for the design layout and installation of furniture in laboratories. The SIN also includes furniture disassembly, reinstallation and workstation repair. Workstation Design/ Layout Option includes the design/ redesign of furniture installations to accommodate the implementation of agency programs. Professional designers develop furniture and equipment layouts, which meet the government's functional and special requirements. Services include the inspection of proposed laboratory spaces, observation and interview of personnel, development of a wire and utility management plan (a set of drawings which identify all wiring and utility services associated with the laboratory furniture, equipment, fittings and fixtures); development, coordination and delivery of acceptable layouts, including floor plans and elevations based on the laboratory site conditions and the requirements of the using agency; development of parts/ inventory lists specified by manufacturers name and part number. Workstation furniture and equipment installation includes delivery coordination of furniture and related equipment, unpacking, inspection, inventory and assembly of furniture components into workstation configurations which meet agency requirements for form and function. Installation is in accordance with final design drawings and specifications. Workstation disassembly and reinstallation option includes the taking down of installed furniture and related hardware for the purpose of packing and moving or storage; inspection and inventory of existing furniture and related equipment; the re-assembly and installation of existing or new furniture components into the same or revised workstation configurations. Workstation repair option includes repair and/ or replacement of damaged furniture and related hardware. Replacement includes testing to assure conformance with the original design function.

Sales: $45,113
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7195
Maximum Order : $400,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

581 1 --- Convertible Vertical Laminar Airflow, Biological Hazard Safety Cabinets

This SIN includes Type A, Type A/B3, and Type B1 biological hazard safety cabinets. The cabinets remove and contain biologically hazardous vapors and particles from the cabinet work surface. Biological hazard safety cabinets use uniform blower powered airflow through HIGH EFFICIENCY AIR (HEPA) filters to trap disease causing spills, airborne microorganisms and particulate which are harmful to personnel. The cabinets prevent exposure to the spills and airborne disbursals that are released when laboratory personnel work on hazardous agents contained within the laboratory workspace. Type A cabinets exhaust HEPA filtered air back into the laboratory when the cabinet is not connected to the building air exhaust system. Type A/ B3 cabinets can be converted to connect the HEPA filtered air to the building air exhaust system. Type B2 cabinets connect the HEPA filtered air to the building exhaust system. Type B1 cabinets re-circulate HEPA filtered air into the cabinet work space. Includes the following models: Type A, A/ B3, floor models, 4' and 6' widths. Type A, A/ B3, bench top models, 3', 4' and 6' widths. Type B1, floor models, 4' and 6' widths.

Sales: $1,706,403
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

581 2 --- Externally Exhausted, Vertical Laminar Airflow, Biological Hazard Safety Cabinets

This SIN includes Type B1 and Type B2 biological hazard safety cabinets. The cabinets remove and contain biologically hazardous vapors and particles from the cabinet work surface. Biological hazard safety cabinets use uniform blower powered airflow through HIGH EFFICIENCY AIR (HEPA) filters to trap disease causing spills, airborne microorganisms and particulate which are harmful to personnel. The cabinets prevent exposure to the spills and airborne disbursals which are released when laboratory personnel work on hazardous agents contained within the cabinet workspace. Type B2 cabinets connect the HEPA filtered air to the building exhaust system. Type B1 cabinets re-circulate HEPA filtered air into the cabinet work space. Includes the following models: Type B1, floor models, 4' and 6' widths. Type B2, floor models, 4' and 6' widths.

Sales: $491,132
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

603 1 --- Ph And Ion-Selective Meters

Ion-selective and pH meters are designed to determine the concentration of hydrogen ions (as pH) in a chemical solution. PH meters are used to measure the acidity or alkalinity of chemical solutions. Ion selective meters can detect the concentration of selected ions in water, food, electroplating and photographic solutions.

Sales: $247,245
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

603 2 --- Titrators And Titration Systems

Titrators are either acid-base or oxidation-reduction titration devices which will automatically determine the endpoint of a chemical reaction. Titration systems automatically dispense reagents into solutions producing changes in color and electrical potential related to the concentration of substances in the solution.

Sales: $89,757
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

603 3 --- Laboratory Centrifuges

Laboratory centrifuges are designed to place suspended gravity environments by spinning, which separates substances of different densities in mixtures. Included in this category are micro, general purpose, clinical types and ultra centrifuges.

Sales: $5,785,375
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

603 4 --- Microtomes And Microtom Cryostats

Microtomes and microtome cryostats are devices used to produce thin sections of paraffin embedded tissue samples in preparation for microscopic analysis. Manual, semi-automatic and automatic units are available with automatic feeds, slide and rotary slicing mechanisms. Cryomicrotomes incorporate refrigeration units to quick- freeze tissue specimens.

Sales: $1,812,031
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

603 5 --- Laboratory Shakers And Mixers, Accessories And Options

Laboratory Shakers and Mixers include rocker, unregulated, temperature regulated and environmental shaking devices; also included in this category are propeller, magnetic, and hot plate type mixers and stirrers. Shakers are used to homogenize and suspend separated substances from the surrounding material.

Sales: $1,717,909
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	750 employees

603 7 --- Tissue Embedding Equipment

Tissue embedding equipment is used to prepare and inject paraffin and other embedding media into tissue samples. The media facilitates the handling of the sample for thin sectioning and ultimate microscopy. Tissue embedding and tissue processing stations are available with microprocessor controlled automatic sample processing. The systems can be programmed to automatically perform some or all of the following processes: tissue stabilizing, tissue dehydration, dehydration extraction, media infiltration, media embedding, sectioning and storage. Some stations have sample cassette enclosures to contain solvent vapors, solvent and media stirring mechanisms, cooling and heated work surfaces and vacuum systems to facilitate sample infiltration and sample embedding.

Sales: $8,708,036
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6636
Maximum Order : $400,000

NAICS

Number	Description	Business Size

339113	Surgical Appliance and Supplies Manufacturing	750 employees

603 8 --- Microscopes, Conventional Upright Type

This SIN includes conventional upright type microscopes with the specimen platform and illumination located below the objective (image gathering) lens. Upright microscopes are used to observe transparent specimens.

Sales: $6,617,839
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

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

603 9 --- Microscopes, Inverted Type

Inverted type microscopes with the illumination and specimen platform located above the objective (image gathering) lens are included in this SIN. Inverted microscopes are used to observe large opaque specimens.

Sales: $4,679,300
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

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

603 10 --- Microscopes: Metallographic, Multipurpose And Electron

Metallographic microscopes that use reflected illumination from the specimen surface to observe the chemical composition and crystalline structure of metals are included in this category. The category of multipurpose microscopes includes components and subassemblies that can be configured in modular formats into microscopes and microscope systems suitable for specific scientific and industrial applications. Components include video image equipment, photographic attachments, subassembly eyepieces, lens stages, arms, optical carriers/bases and nosepieces. Also available are application specific microscope based workstations and video systems. The component hardware assembles into or modifies conventional upright microscopes, inverted type microscopes and other microscope configurations such as laser scanning confocal microscopy systems not listed in other SINs. The industrial and scientific applications include routine tasks, research and advanced research. Configured and modified microscopes are suitable for tasks that include measurement, analysis, processing, observation, photography, video imaging recording, displaying and computer processing. Electron microscopes in this SIN category focus electron beams into specimens producing hyper magnified images on video screens. Includes both scanning and transmission types. Features include variable pressure specimen chambers to

neutralize specimen charging, motorized specimen stages and optional large sample chambers. Environmental scanning electron microscopes are available for analysis of hydrated samples, biological cells, plants, non-conducting specimens and porous materials with little or no sample preparation.

Sales: $6,731,094
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

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

603 13 --- Borescopes And Fiberscopes

Rigid borescopes and flexible fiberscopes for non-medical applications are included in this SIN.Borescopes are rigid, direct view instruments that are inserted through holes for a straight line inspection of inaccessible internal areas without destroying the item under inspection. Fiberscopes are visual inspection instruments with flexible fiber optic bundles to maneuver around obstacles and sharp corners into inaccessible remote interior areas. The flexible light guide is articulated by a lever attached to the eye piece. The instruments in this SIN are for non-medical applications only.

Sales: $5,711,960
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

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

615 1 --- Biomolecule Analyzers Synthesizers

The devices located in this category are intended to either analyze or synthesize biomolecules such as peptides or nucleic acid chains. Specifically excluded from this category are sequencing apparatus found under the Electrophoresis category.

Sales: $10,099,588
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 2 --- Elemental Analyzers

These devices are used to determine one or more elements contained within a compound or unknown substance. The most common type is the carbon analyzer, but other types are known and acceptable under this category. Excluded from this category are devices which are more appropriately classified elsewhere, such as those under the categories of X-Ray, Atomic Absorption and Emission, and Emission Spectrometers.

Sales: $1,109,768
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 3 --- Thermal Analysis

Several categories of these devices exist, and are commonly known as Differential Thermal Analyzers (DTA), Thermogravimetric Analyzers (TGA), Thermomechanical Analyzers (TMA), and various combinations of these instruments. They are used to determine chemical and/or mechanical changes in molecular structure due to the controlled application of heat to a substance.

Sales: $210,619
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 4 --- Gas Chromatograph (GC) And Chromatograph/Mass Spectrometer (GC-MS) Systems And Related Chemistries, Supplies And Consumables

These are instruments and systems intended to be used in the performance of separations by gas liquid interface chromatography for research chemistry and biochemistry research applications, and in addition the identification of substances by mass spectrometry in the GC/MS systems. Further included in this category are the automatic samplers, detectors, columns, and miscellaneous accessories, options and integrators formerly identified by separate special item numbers. Includes, but not limited to, reagents, solutions and other directly related supplies.

Excluded from this category are gas analyzers tuned for the detection and identification of specific substances.

Sales: $34,817,623
Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 9 --- Liquid Chromatographer (LC) And Liquid Chromatographer/ Mass Spectrometer (LC-MS) Systems And Related Chemistries, Supplies And Consumables

These are instruments and systems intended to be used in the performance of chemical separations by liquid chromatography, supercritical fluid extraction (SFE), supercritical fluid chromatography (SFC) and ion chromatography, along with their mass spectrometry analogs intended for additional identification in research chemistry and biochemistry applications. Further included in this category are the automatic samplers, column monitors and detectors, columns and guard columns, specific LC and SFE/SFC pumps, miscellaneous accessories, options and integrators formerly identified by separate special item numbers. Includes, but not limited to, reagents, solutions and other directly related supplies.

Sales: $45,291,166
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 18 --- Biomedical And Industrial Particle Counting And Sorting Apparatus And Systems And Related Chemistries, Supplies And Consumables

This category includes biomedical and environmental particle counting and sorting apparatus and systems. Also, includes bacteriological colony counting and identifying apparatus. Includes, but not limited to, reagents, solutions and other directly related supplies.

Sales: $7,149,980
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6635
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 19 --- Blood Cell Analyzers For Clinical Hematology And Related Chemistries, Supplies And Consumables

This category includes automated devices and systems for the identification and quantification of human blood cell types and classes. Includes, but not limited to, reagents, solutions and other directly related supplies.

Sales: $1,495,614
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

615 5000 --- Product Support Options To Include Equipment Maintenance; Repair And Service; Calibration and Calibration Traceability Certificate; Extended Warranties; Technical Training, Technical Support And Application Development Support; And Equipment Leasing

Service agreement options include hourly repair or annual service, required labor, parts and materials or fixed price per incident. Service covers purchased hardware and related software. Emergency service and engineering hardware and software modifications are offered. Prior to purchase, and if no other options are requested, the manufacturerüs standard calibration is provided with a certificate of calibration and a calibration sticker. Available options include post-purchase calibration, and calibration in accordance with military, customer or commercial standards and calibration with test data. Calibration can be upgraded to traceable National Reference Standards with certification. The Product Support Option of extended warranty offers customers an option to extend original equipment warranty for additional time periods. Examples include extending product repair support for additional years, and/or extending calibration support for additional years.

Sales: $22,670,601
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $400,000

NAICS

Number	Description	Business Size
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$32.5 million

632 2 --- Liquid Scintillation Systems And Gamma Counters, Accessories And Options

These devices are intended as chemical or biochemical detection and/or testing devices utilizing mildly radioactive reagents as marker compounds.

Sales: $886,528
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No

FSC/PSC Code : 6630
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

632 5 --- Infrared Spectrometers

These devices are research instruments which are designed for the Infrared (IR) and/or Raman spectroscopic analysis of substances utilizing the infrared range of the electromagnetic spectrum. Excluded are devices which use the infrared spectroscopic technology but are "tuned" to be receptive to and identify specific substances in limited environments, such as the gas analyzers.

Sales: $3,533,419
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

632 6 --- Ultraviolet, Visible, Infrared, And Near Infrared Spectrophotometers

These devices are research instruments which are designed for Ultraviolet (UV), Visible (VIS), and Near Infrared (NEAR IR) spectroscopic analysis of substances utilizing one or a combination of regions from the electromagnetic spectrum, alone or in combination instruments. Excluded are devices that use the listed spectroscopic technologies but are "tuned" to be receptive to and identify specific substances in limited environments, such as the gas analyzers.

Sales: $2,743,187
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

632 7 --- Fluorescence Spectrometers

The intent of this category is to include research grade, full spectrum instruments, and excludes instruments that are "tuned" to be receptive to and identify specific substances in limited environments, such as the gas analyzers.

Sales: $507,085
Sales Period: Oct 1, 2017 to Sep 30, 2018

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

632 9 --- X-Ray Spectrometers, Diffractometers, Emission Spectrometers, Including Flame, Spark, Arc And Laser Types, Mass Spectrometers

The devices identified as X-Ray Spectrometers and Diffractometers, Accessories and Options utilize the X-Ray portion of the electromagnetic spectrum for research chemical and surface analysis studies. The emission spectrometers, including flame, spark, arc and laser types, accessories and options are research instruments utilizing emission technology by energy input and the emission of discrete quanta. Excludes flame emission devices intended for the determination of Sodium, Potassium and/or Lithium ions in urine samples, which are considered "tuned" and are preferentially classified in SIN 66-102. Mass spectrometers, accessories and options are specialized mass spectrometers, such as time-of-flight (TOF) spectrometers, which would not normally be coupled with either gas chromatographs (GC/MS), Liquid chromatographs (LC/MS), or inductively couple plasma (ICP/MS) spectrometers.

Sales: $2,471,567
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

632 10 --- Atomic Absorption, Atomic Emission, And Atomic Fluorescence Spectrometers, Including Inductively Coupled Plasma (IPC) And Inductively Coupled Plasma Mass Spectrometers (IPC/MS) Systems And Related Chemistries, Supplies And Consumables

These are research instruments, which either utilize systems by which ions produced by various methods are promoted to the atomic state and from which spectroscopic studies may be promulgated. Includes emission spectroscopy instruments based upon plasma, arc, and spark atomization. Also includes inductively coupled plasma (ICP) and inductively coupled plasma/mass spectrometer (ICP/MS) systems. Includes, but not limited to, reagents, solutions and other directly related supplies.

Sales: $6,457,275
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6650
Maximum Order : $400,000

NAICS

Number	Description	Business Size
334516	Analytical Laboratory Instrument Manufacturing	1000 employees

Group Name: FSC Group 66, Part II, Section Q

66 501 --- Equipment Leasing

This solution offers customers an additional choice to purchasing. Examples of leasing programs available include but not limited to: Lease to Ownership (Capital Lease); Lease with Option to Own (Operating Lease); Lease of a Solution.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W099
Maximum Order : $150,000

NAICS

Number	Description	Business Size
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$32.5 million

66 502 --- Equipment Maintenance And Repair

This PSO offers customers the choice between hourly repair and annual service agreements. Examples of such PSO's include time and material service and fixed price per incident repair service.

Sales: $193,247
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334519	Other Measuring and Controlling Device Manufacturing	500 employees
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$32.5 million

66 503 --- Services And Product Support Options To Include Pre-Purchase Calibration, Post-Purchase Calibration, Extended Warranty And Service Agreements

The pre-purchase calibration category offers customers the option to upgrade standard calibration. Normally, all instruments are calibrated before shipment. Examples of such options include calibration to a military standard with or without test data and calibrations to a commercial standard with test data. The post-purchase calibration category offers customers the option of calibration services after purchasing and using the instrument. Examples of such options include standard calibration to manufacturer's own specifications and calibration for compliance with certain military or commercial standards with before and after data. The

extended warranty category offers the customer an option to extend original equipment warranty for additional time periods.

Sales: $871,619
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : J059
Maximum Order : $150,000

NAICS

Number	Description	Business Size
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$32.5 million

66 507 --- Technical Training And Support

This PSO offers the customer an option to receive training in the use of the purchase equipment, and technical support to questions and problems. Examples of such PSO include on site or off site training, basic operator training, hardware and/or software training, installation training, and applications development training.

Sales: $192,974
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $150,000

NAICS

Number	Description	Business Size
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$32.5 million

66 508 --- Technical Application Development Support

This PSO offers the customer an option to receive technical support or application development support. Examples of such PSO may include but not limited to systems integration and application development.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $150,000

NAICS

Number	Description	Business Size
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$32.5 million

66 601 --- Water Current Meters, Seawater Sampling And Salinity Measuring Equipment

Water current meters are primarily used to measure water flow in open channels, streams, and weirs. Because they are typically used in the field, the equipment is designed to withstand outdoor conditions. Includes directly related options and accessories. Examples include Water current meters and Water velocity meters.

Sales: $1,056
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6655
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750 employees

66 602 --- Seawater Sampling And Salinity Measuring Equipment

Seawater samplers collect seawater for subsequent analysis in laboratories. Manual samplers usually collect water by means of bailers, ladles or scoops. Automatic samplers commonly draw water samples into jars or specimen bottles for later retrieval and analysis. Salinity measuring equipment measures the salt content of seawater samples. Includes directly related options and accessories. Examples include Seawater sampling equipment, Salinity measuring equipment, Physical water parameter measuring equipment.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6655
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750 employees

66 603 --- Seismic Measuring and Recording Instruments

Seismic instruments are typically used to detect eqrthquakes and earth vibrations. Sub-surface profiling systems are commonly used to map underground strata and water depths. Both types of instrument are primarily used in applications such as geophysical research and seismic monitoring. Includes directly related options and accessories. Examples include Subsurface (water and land) profiling systems and Seismic measuring and recording instruments.

Sales: $298,319
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6655
Maximum Order : $150,000

NAICS

Number	Description	Business Size

334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750 employees

66 604 --- Underwater Releases, Transponders, Buoys, And Platforms And Oceanographic Analysis And Display Systems

Underwater releases keep instruments rigidly attached to either stationary or moving platforms, but allow the instruments to be released when desired. Underwater transponders are devices that receive, amplify and then re-transmit signals on different frequencies. In underwater applications, the signals are typically acoustic signals that are used to measure depth or position. Buoys are used to keep instruments afloat. Platforms are used to anchor instruments in place. Includes directly related options and accessories. Underwater releases. Underwater transponders. Underwater acoustic communications equipment. Oceanographic buoys. Oceanographic platforms. Oceanographic mooring devices.

Sales: $637,289
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6655
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750 employees

66 606 --- Soil Temperature And Moisture Measuring Instruments, Plant Moisture Analysis Instruments

Soil moisture analyzers allow the water content of soil samples to be determined. Plant moisture analyzers allow the water content of plant specimens to be determined. Both types of instrument are primarily used in applications such as agricultural research and engineering analysis of solid materials. Includes directly related options and accessories. Examples included Soil temperature measuring instruments, Soil moisture measuring instruments, and Moisture analyzers for plants.

Sales: $79,211
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6655
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750 employees

66 607 --- Air Temperature Measuring Instruments, Solar Radiation Measuring Instruments, Barometric Pressure Measuring Instruments

Air temperature measurement instruments measure ambient air temperature. Solar radiation measuring instruments measure the amount of incident solar radiation. Barometric pressure

measurement instruments measure atmospheric pressure. All of these instruments are used to measure weather-related phenomena. Includes directly related options and accessories. Examples include Air temperature measuring and recording instruments, Solar radiation measuring and recording instruments, Barometric pressure measuring and recording instruments.

Sales: $421,245
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6660
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750 employees

66 608 --- Humidity, Precipitation and Wind Measuring Instruments

Humidity measuring instruments measure either the relative humidity or humidity content of ambient air. Precipitation measuring instruments measure the amount of precipitation which has fallen during a given time period. Wind measuring instruments measure parameters related to the motion of ambient air, such as wind speed or wind direction. All of these instruments are used to measure weather-related phenomena. Includes directly related options and accessories. Examples include Humidity measuring and recording instruments, Precipitation measuring and recording instruments, Wind measuring and recording instruments.

Sales: $441,962
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6660
Maximum Order : $150,000

NAICS

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

66 609 --- Atmospheric And Video Computer Display System, Video Computer Weather Displays

This equipment allows data taken from weather stations to be displayed on a computer screen. Typically, it consists of specially designed data communications hardware and software. Optional software modules may allow data to be analyzed, plotted or imported into software application programs such as spreadsheets or databases. Includes directly related options and accessories. Examples include Atmospheric visibility measuring instruments and Video/computer weather display and analysis systems.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6660

Maximum Order : $150,000

NAICS

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

66 610 --- Atmospheric, Meteorological Platforms, Enclosures And Sondes

Meteorological platforms and enclosures are designed to either house or mount meteorological instruments. Meteorological sondes gather meteorological data from locations above the Earth's surface. Balloons are commonly used to raise the sondes into position, and data is typically transmitted back via radio signals. Includes directly related options and accessories. Examples include Meteorological platforms and enclosures and Atmospheric sondes (including radiosondes and tethered sondes).

Sales: $10,237,837
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6660
Maximum Order : $150,000

NAICS

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

66 611 --- Multiparameter Environment And Flood Data Acquisition Systems

Flood data acquisition systems are used to record fluctuations in water levels in streams, rivers, lakes or other bodies of water, which may cause flooding of land areas. They are typically designed to withstand outdoor use and may utilize specially designed hardware, software, cabling/connectors and power sources. Includes directly related options and accessories. Multiparameter environmental, meteorological and flood data acquisition systems.

Sales: $5,311,462
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6660
Maximum Order : $150,000

NAICS

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

66 612 --- Environmental Data Loggers And Communication Equipment

Environmental data logging equipment is used to record the output of various environmental sensors/instruments. It is typically designed to withstand outdoor use and may utilize specially designed hardware, software, cabling/connectors and power sources. Data is sometimes sent to a centralized point via a radio link or dedicated line. Portable units typically store data on a magnetic disk or cartridge. Includes directly related options and accessories. Examples include Communication equipment specialized for use with environmental data acquisition

and Data logging equipment specialized for use with environmental data acquisition.

Sales: $5,012,621
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6660
Maximum Order : $150,000

NAICS

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

66 613 --- Electronic Distance Measuring Equipment, Theodolites, Engineering and Surveying Level Instruments, Planimeters

Surveying equipment is used to accurately measure and record relative altitudes, angles and distances of points on, above or below land surfaces. The data obtained from this equipment can then be used to create maps or plots of a surface. Examples of such equipment are: Electronic distance measuring equipment, total stations, laser-leveling systems, theodolites and surveying levels. Includes directly related options and accessories. Examples include Electronic distance measuring instruments, Planimeters, Theodolites, Total stations (surveying), Engineering and surveying level instruments, and Surveying laser reference instruments.

Sales: $3,947,298
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6675
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1250 employees

66 614 --- Global Positioning Systems (GPS)

Global Positioning Systems provide highly accurate position, velocity, and time information from a constellation of 24 satellites orbiting the Earth. Applications of this technology are numerous and include surveying, mapping, forestry, and navigation. Includes directly related options and accessories.

Sales: $15,543,016
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6675
Maximum Order : $150,000

NAICS

Number	Description	Business Size
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1250 employees

66 615 --- Noise Analyzers

Noise analyzers detect and/or monitor noise sources in the workplace or laboratory. Examples of such instruments are sound level meters, noise dosimeters and audiometers. Includes directly related options and accessories.

Sales: $891,573
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6625
Maximum Order : $150,000

NAICS

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

66 616 --- Liquid/ Gas Flow Measuring Instruments, Liquid Level Measuring Instruments

Liquid/gas flow instruments measure the flow of liquids or gases in pipes, ducts, or tubes. Level instruments measure the fluid level within a containing vessel. Liquid/gas flow instruments are commonly used in applications such as laboratory research, ventilation airflow measurement, industrial fluid flow, and process flow. Level instruments are commonly used in applications such as laboratory research, process control, and industrial tank level monitoring. Includes directly related options and accessories.

Sales: $645,356
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $150,000

NAICS

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

66 617 --- Water Monitors

Water monitors measure and/or record parameters related to water quality (such as pH, turbidity or conductivity) over a given time period. They are typically designed to withstand outdoor use and may utilize specially designed hardware, software, cabling/connectors and power sources. Portable units with data storage capabilities typically store data on a magnetic disk or cartridge. Includes directly related options and accessories.

Sales: $830,047
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $150,000

NAICS

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

66 618 --- Multi-Parameter Water Quality Instruments, Meters and Analyzers

Water samplers collect water for subsequent analysis in laboratories. Manual samplers usually collect water by means of bailers, ladles or scoops. Automatic samplers commonly draw water samples into jars or specimen bottles for later retrieval and analysis. Water quality meters are portable instruments that are primarily used in the field to measure aqueous contaminants in streams, lakes or other bodies of water. Water analyzers are laboratory instruments used to measure parameters such as pH, temperature, dissolved oxygen, total dissolved solids and conductivity in water samples. All of the instrument types listed above are typically used in applications such as quality control, analysis of water-born pollutants and laboratory research. Includes directly related options and accessories. Examples include Water quality meters, Water analyzers, Multiparameter water quality instruments, and Water samplers.

Sales: $2,067,045
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $150,000

NAICS

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

66 619 --- Stack Emission Measuring Equipment, Gas Analyzers, Monitors, Particle Analyzers/Detectors

Gas analyzers measure or monitor parameters such as concentration or composition of gases. Particle analyzers detect and analyze airborne particulate matter. Examples of gas analyzers are electrochemical, catalytic, metal oxide semiconductor, non-dispersive infrared, and colorimetric analyzers. Examples of particle analyzers are gravimetric, chemical, electrostatic and optical particle analyzers. Includes directly related options and accessories. Examples include Stack emission measuring equipment, Gas analyzers, monitors, and Particle analyzers, detectors.

Sales: $5,502,219
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6630
Maximum Order : $150,000

NAICS

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

66 620 --- Air Sampling Equipment, Automatic Gas Alarms

Air sampling equipment is designed to sample air in enclosed spaces in order to determine if hazardous gases are present. Gas alarms are designed to detect and signal that a predetermined

hazard level has been met or exceeded. Both types of equipment are typically used in building air monitoring and industrial hygiene applications. Includes directly related options and accessories.

Sales: $408,002
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6665
Maximum Order : $150,000

NAICS

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

66 621 --- Radioactivity Detectors

Radioactivity detectors detect, monitor and analyze radioactive sources of airborne radioactive particles. Examples of such instruments are survey meters, ionization chambers, neutron detectors, radon monitors, radiation dosimeters and alpha, beta and gamma detectors. These instruments are typically used for hazard detection in the field and laboratory, and in industrial hygiene applications. Includes directly related options and accessories.

Sales: $5,163,812
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6665
Maximum Order : $150,000

NAICS

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

66 622 --- Storage Tank Leak Detectors

Storage tank leak detectors are designed to measure and monitor leakage of liquids or gases from storage tanks or pipelines. Examples of such instruments are aspirated vapor leak detectors and optical and electrochemical leak detectors. The most common application for these instruments is the detection and monitoring of underground fuel storage tanks and connective piping. Includes directly related options and accessories.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6665
Maximum Order : $150,000

NAICS

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

Group Name: FSC Group 873

873 1 --- Mechanical Testing And Analysis

Services for mechanical testing and analysis include, but are not limited to, material strength testing (compression, ductility, fracture, fatigue, shear, torsion, and metallography); calibration and testing of mechanical equipment; acoustic/vibration testing(noise, shock resistance); hydraulic/pneumatic testing; Metrology(time, length, mass, volume, pressure, etc.); non-destructive evaluation(x-ray, radiographic, ultrasonic, leak); environmental simulation/climatic testing; forensic, failure analysis, and expert testimony; building and welding inspection (site monitoring, field surveys, quality assurance, certification; and related training.

Sales: $1,612,480
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : H999
Maximum Order : $100,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	$15 million

873 2 --- Chemical Testing And Analysis Services And Related Chemistries, Supplies And Consumables

Services for chemical testing and analysis include, but are not limited to, wet chemistry and associated physical tests; viscosity/density testing; electrochemistry testing; chromatography (GC, LC, SFC, SFE, HPLC, GS/MS, LC/MS, GPC, GFC, IC, column, thin layer, paper); spectroscopy (AA, FT-IR, UV/VIS, XRD, NMR, ICP, MS, fluorescence, Raman); thermal analysis (DSC, DTA, TGA, TMA); surface analysis/microscopy(SAM, SEM, TEM, SIMS, ion); Optic/photometry testing(appearance, color, reflectance, gloss, transmittance, luminance); occupational/drug testing (monitor or measure employees exposure to hazardous substance abuse screening); biological Testing (biochemical, toxicological, pharmacological, bacteriological); environmental and hazardous waste analysis (priority pollutants, pesticides, herbicides, metals, PCB's, petroleum); water analysis; food testing(taste, odor, texture); and related training. Includes, but not limited to, reagents, solutions and other directly related supplies.

Sales: $8,596,980
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : H999
Maximum Order : $100,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	$15 million

873 3 --- Electric Testing And Analysis Services

Services for electrical testing and analysis include, but are not limited to, qualification, inspection, safety, performance, certification, and compliance testing of manufactured goods

to nationally and internationally recognized reliability standards and regulatory requirements and directives (UL, CSA, FCC, ANSI, MIL-STD, etc.); marking services; circuit testing of semiconductors and microprocessors; EMI/EMC testing; dielectric strength and dielectric constant; dissipation factor; electrical insulating materials testing; electrostatic discharge testing; arc resistance testing; hi-pot testing, electrical power system components testing (transformers, dielectric oil, relays, circuit breakers, switchboards, power plants, substations, etc.) screening and destructive analysis of electronic components; and related training.

Sales: $0
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : H999
Maximum Order : $100,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	$15 million

873 4 --- Geotechnical And Thermal/FireTesting And Analysis

Services for geophysical and thermal/fire testing and analysis include, but are not limited to, construction material testing (concrete, roof, asphalt, etc.); geological material testing (soil, rock, etc.); geophysical testing; geosynthetic testing, seismographic testing, oceanographic testing; metrological testing; thermal/heat testing(temperature, fire, flammability, smoke/toxicity, conductivity); and related training.

Sales: $1,845,089
Sales Period: Oct 1, 2017 to Sep 30, 2018
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : H999
Maximum Order : $100,000

NAICS

Number	Description	Business Size
541380	Testing Laboratories	$15 million

Part II - CONTRACT TERMS AND CONDITIONS

Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

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

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995) 9.206-2

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

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

(Name) * *

(Address) * *

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

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an

applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

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

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

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
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN	Clause

	2018)	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (ALTERNATE I â## JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (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
52.222-43	FAIR LABOR STANDARDS ACT AND	Clause

	SERVICE CONTRACT LABOR STANDARDSâ##PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	
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 STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	Clause

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

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

Required as applicable (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

52.223-11 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

52.223-3 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.

Note: Regulation 52.223-3
Per FAR 23.303 Contract clause.
(a) The contracting officer shall insert the clause at 52.223-3, Hazardous Material Identification and Material Safety Data, in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in 23.301.
(b) If the contract is awarded by an agency other than the Department of Defense, the contracting officer shall use the clause at 52.223-3 with its Alternate I.

Begin Regulation

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

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

(1) Be submitted in writing;

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

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

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

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

Begin Regulation

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

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

receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

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

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (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
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	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
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS â## PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (08/22/2018)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (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
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	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 FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD	Clause

	PACKAGING MATERIAL FOR EXPORT (JUL 2016)	
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

Begin Regulation

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

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

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

FSC Group 66, Part II, Section J	No greater than the contractor's normal commercial delivery time.	_____
FSC Group 66, Part II, Section N	No greater than the contractor's normal commercial delivery time.	_____
FSC Group 66, Part II, Section Q and FSC Group 873	No greater than the contractor's normal commercial delivery time.	_____

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

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

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

Begin Regulation

552.211-8 TIME OF DELIVERY (SEP 1999)

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

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

Begin Regulation

552.212-4 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.

Note: Regulation 552.212-4
Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

Begin Regulation

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance*.

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

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

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

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

(8) The Contractor has no obligation or liability under this contract to correct or replace materials

and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase 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.*

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

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) *Materials* means —

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

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

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

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

(1) Work performed. The ordering activity will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

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

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

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

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

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

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

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

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

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other Direct Costs. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

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

performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

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

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

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

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

(B) The Contractor’s timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

contract.

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the ordering activity's convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 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 or other similar legal instrument (*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 ordering activity 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 ordering activity 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.

Note: Regulation 552.212-4
Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4

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

No 552.215-70 Examination of Records by GSA

No 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

No 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

No 552.232-71 Adjusting Payments

No 552.232-72 Final Payment

No 552.232-73 Availability of Funds

No 552.232-78 Payment Information

No 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

No 552.238-81 Modifications (Multiple Award Schedule)

No 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

552.215-73 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 MULTIPLEAWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999) (DEVIATION - APR 2007)

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

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

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

(c) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(d) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(e) The contract modification reflecting the price adjustment shall be made effective upon signature of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the

effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

552.216-72 PLACEMENT OF ORDERS (JAN 2016)

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

_____ [*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

552.216-73 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

552.228-5 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

552.238-78 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

552.238-82 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*.

Note: Regulation 552.238-82
Clause 552.238-82 does not apply to this solicitation. This clause applies to OLM-authorized Schedules only. Please visit GSA's Order-Level Materials home page at www.gsa.gov/olm for a listing of OLM-authorized Schedules.

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-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

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

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-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-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

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) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

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

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed TBD percent (TBD%) 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.

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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in System for Award Management, 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); or submit information in the Offeror's own format.
(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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-priced with an economic price adjustment, indefinite delivery, indefinite quantity contract resulting from this solicitation.

Begin Regulation

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT 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
GSA, Greater Southwest Acquisition Center Attn.: Richard Armstead Contracting Officer Scientific, Temporary Services & Adverting and Integrated Marketing Branch(7QSAC-D7) 819 Taylor Street Room 7A37 Fort Worth, TX 76102-6114

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

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
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN â## REPRESENTATION AND CERTIFICATIONS (AUG 2018)	Provision

52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JAN 2016)	Provision

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 this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer’s ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual

ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

1

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, *Option to Extend the Term of the Contract (Evergreen),* canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 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 N/A PART N/A SECTION N/A

COMMODITY: N/A

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

(b) STANDARD INDUSTRY GROUP: N/A

SERVICE: N/A

SERVICE CODE(S): N/A

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

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: None at the schedule contract level.

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 066 are listed below

SIN #	SIN Title	Total Sales in $
66 100	Blood Serum, Urine And Fecal Chemical Analysis, Instruments And Related Chemistries, Supplies And Consumables	$15,500,366
66 102	Blood Gas Analyzers, Electrolyte Analyzers, Blood Coagulation Analyzers And Timers, Single Test Analyzers	$4,376,019

	And Related Chemistries, Supplies And Consumables	
66 107	Electrophoresis, Including Capillary Electrophoresis And Electrophoration Devices And Systems, Nucleic Acid And Amino Acid Sequencing Systems	$7,603,382
66 113	Hand Operated Pipettors, And Pipetting, Diluting And Dispensing Devices	$5,482,023
66 117	Automated Pipetting And Dispensing Systems, And Laboratory Robotic Labware Handling Devices, Systems	$7,261,060
66 118	Microplate Readers And Washers, And Cell Harvesting Apparatus	$9,282,449
66 122	Video Image Analyzers And Analysis Systems	$2,489,040
66 136	Animal Caging Equipment	$1,991,346
66 137	Laboratory Refrigerators And Freezers	$17,558,864
66 139	Environmental Chambers And Plant Growth Chambers	$1,252,626
66 141	Miscellaneous Laboratory Equipment To Include Laboratory Baths; Freeze Drying Apparatus; Tissue Grinding, Processing, Cell Disruption Apparatus; Waste Recovery Systems; Laboratory Pumps; Ware Washers; Dryers; Laboratory Ovens And Furnaces	$5,970,261
66 147	Laboratory Fume Hoods	$1,323,129
66 148	Laboratory Incubators	$3,524,065
66 200	Laboratory Information Management System (LIMS)	$2,332,024
66 231	Laboratory Scales, Balances	$1,264,229
66 318	Vehicular Scales, Balances	$2,545,910
66 320	Industrial Scales, Balances	$1,122,611
66 501	Equipment Leasing	$0
66 502	Equipment Maintenance And Repair	$193,247
66 503	Services And Product Support Options To Include Pre-Purchase Calibration, Post-Purchase Calibration, Extended Warranty And Service Agreements	$871,619
66 507	Technical Training And Support	$192,974
66 508	Technical Application Development Support	$0
66 601	Water Current Meters, Seawater Sampling And Salinity Measuring Equipment	$1,056
66 602	Seawater Sampling And Salinity Measuring Equipment	$0
66 603	Seismic Measuring and Recording Instruments	$298,319
66 604	Underwater Releases, Transponders, Buoys, And Platforms And Oceanographic Analysis And Display Systems	$637,289
66 606	Soil Temperature And Moisture Measuring Instruments, Plant Moisture Analysis Instruments	$79,211
66 607	Air Temperature Measuring Instruments, Solar Radiation Measuring Instruments, Barometric Pressure Measuring Instruments	$421,245
66 608	Humidity, Precipitation and Wind Measuring Instruments	$441,962
66 609	Atmospheric And Video Computer Display System, Video Computer Weather Displays	$0
66 610	Atmospheric, Meteorological Platforms, Enclosures And Sondes	$10,237,837

66 611	Multiparameter Environment And Flood Data Acquisition Systems	$5,311,462
66 612	Environmental Data Loggers And Communication Equipment	$5,012,621
66 613	Electronic Distance Measuring Equipment, Theodolites, Engineering and Surveying Level Instruments, Planimeters	$3,947,298
66 614	Global Positioning Systems (GPS)	$15,543,016
66 615	Noise Analyzers	$891,573
66 616	Liquid/ Gas Flow Measuring Instruments, Liquid Level Measuring Instruments	$645,356
66 617	Water Monitors	$830,047
66 618	Multi-Parameter Water Quality Instruments, Meters and Analyzers	$2,067,045
66 619	Stack Emission Measuring Equipment, Gas Analyzers, Monitors, Particle Analyzers/Detectors	$5,502,219
66 620	Air Sampling Equipment, Automatic Gas Alarms	$408,002
66 621	Radioactivity Detectors	$5,163,812
66 622	Storage Tank Leak Detectors	$0
66 1000	Professional Scientific Services	$6,570,402
66 1002	Ancillary Supplies And/Or Services And Related Chemistries, Supplies And Consumables	$178,706
540 2	Labware Support Apparatus, Thermometers, Contact Heating Sensing Devices	$1,393,674
540 3	Reusable Laboratory Glassware	$1,515,858
540 7	Disposable Laboratory Glassware	$1,879,118
540 11	Reusable Laboratory Plastic Ware	$1,978,231
540 12	Disposable Laboratory Plastic Ware	$8,602,586
540 16	Non-Plastic And Non-Glass Laboratory Ware	$860,134
540 19	Laboratory Water Purification Devices, Systems	$2,056,177
540 21	Filter Elements	$2,853,672
566 1	Modular Laboratory Furniture Systems	$3,514,948
566 2	Individual Non-Modular Laboratory Tables, Cabinets, Benches, Laboratory Carts	$941,970
566 3	Special-Purpose Laboratory Furniture	$460,656
566 5	Workstation Design/Installation	$45,113
581 1	Convertible Vertical Laminar Airflow, Biological Hazard Safety Cabinets	$1,706,403
581 2	Externally Exhausted, Vertical Laminar Airflow, Biological Hazard Safety Cabinets	$491,132
602 1	Microwave/Millimeter Wave Antennas	$691,317
602 2	Microwave/Millimeter Wave Instrumentation Subcomponents	$260,331
602 3	Amplifiers And Filters	$1,922,038
602 5	Microwave/Millimeter Wave Amplifiers	$843,264
602 6	Electrical/Electronic Parameter, Standards And Calibration Instruments	$4,643,403
602 7	Time And Frequency Standards And Calibration Instruments	$5,181,738

602 8	Sound And Vibration Standards And Calibration Instruments	$169,914
602 9	Infrared Radiation And Temperature Standards And Calibration Instruments	$0
602 10	Pressure Standards And Calibration Instruments	$0
602 14	Chart Recorders, Data Acquisition And Data Logging Systems	$4,923,752
602 17	Laboratory Bench And Rack Power Supplies, Mount Type, Programmable	$2,126,733
602 18	Transducer Signal Conditioning Devices	$375,092
602 21	Load Pressure And Vacuum Transducers	$49,764
602 22	Acceleration Transducers (Accelerometers)	$260,393
602 23	Vibration, Acoustic, And Ultrasonic Transducers	$287,009
602 24	Panel Meters	$0
602 26	Nuclear Radiation Standards And Calibrators	$48,140
602 30	Vibration, Acoustic And Ultrasonic Testers and Analyzers	$5,866,390
602 31	Spot-Sensing, Non-Contact Temperature-Measuring Instruments	$0
602 32	Temperature/Heat Imaging Instruments; Humidity Standards And Calibrators, Heat Energy Measuring Instruments And Temperature Controlling Instruments	$5,461,885
602 35	Ground Penetrating Radar Equipment (GPR), Electromagnetic Induction Equipment, And Other Conductive Material Locators	$1,070,579
602 40	Avionics Test Equipment	$18,576,533
602 41	Navigational And Flight Instruments	$1,336,134
602 42	Automatic Pilot Mechanisms And Airborne Gyro Components	$0
602 43	Aviation Engine Instruments	$5,711
602 4000	Aircraft Components, Maintenance, Repair Services, Extended Warranties, And Maintenance Agreements	$0
603 1	Ph And Ion-Selective Meters	$247,245
603 2	Titrators And Titration Systems	$89,757
603 3	Laboratory Centrifuges	$5,785,375
603 4	Microtomes And Microtom Cryostats	$1,812,031
603 5	Laboratory Shakers And Mixers, Accessories And Options	$1,717,909
603 7	Tissue Embedding Equipment	$8,708,036
603 8	Microscopes, Conventional Upright Type	$6,617,839
603 9	Microscopes, Inverted Type	$4,679,300
603 10	Microscopes: Metallographic, Multipurpose And Electron	$6,731,094
603 13	Borescopes And Fiberscopes	$5,711,960
615 1	Biomolecule Analyzers Synthesizers	$10,099,588
615 2	Elemental Analyzers	$1,109,768
615 3	Thermal Analysis	$210,619
615 4	Gas Chromatograph (GC) And Chromatograph/Mass Spectrometer (GC-MS) Systems And Related Chemistries, Supplies And Consumables	$34,817,623
615 9	Liquid Chromatographer (LC) And Liquid Chromatographer/ Mass Spectrometer (LC-MS) Systems And Related	$45,291,166

	Chemistries, Supplies And Consumables	
615 18	Biomedical And Industrial Particle Counting And Sorting Apparatus And Systems And Related Chemistries, Supplies And Consumables	$7,149,980
615 19	Blood Cell Analyzers For Clinical Hematology And Related Chemistries, Supplies And Consumables	$1,495,614
615 5000	Product Support Options To Include Equipment Maintenance; Repair And Service; Calibration and Calibration Traceability Certificate; Extended Warranties; Technical Training, Technical Support And Application Development Support; And Equipment Leasing	$22,670,601
627 1	Oscilloscopes And Video Signal Monitors And Analyzers	$16,827,909
627 2	Signal Analyzers	$17,831,788
627 3	RF Communication Monitors, Testers And Analyzers And Global Positioning System (GPS) Receiver Test Sets	$8,925,186
627 5	Audio/Distortion Signal Analyzers	$218,653
627 6	Electronic Noise Analyzers/Meters	$102,795
627 7	Network Analyzers	$29,856,687
627 8	Voltage, Current And Line Power Recorders And Analyzers	$316,087
627 9	Digital Logic Generators And Analyzers	$241,998
627 10	Component Analyzers And Testers	$349,940
627 11	Circuit (PC Board And IC) Testers	$737,109
627 12	Telecommunication Line Testers And Analyzers	$995,850
627 13	Data Communication Equipment Testers And Analyzers	$5,179,839
627 14	LightWave Test Instruments	$1,876,210
627 15	Signal Generators	$21,782,993
627 17	Audio And Video Signal Generators	$9,247
627 18	Microwave Signal Generators	$4,480,328
627 22	Electronic Counters And Frequency Meters	$706,067
627 23	Voltmeters, Ammeters And Multi-Meters	$4,511,379
627 25	Field Strength/Intensity Meters	$0
627 27	Line Power And Signal Power Meters And Line Power Consumption Meters	$2,479,020
627 29	Resistance And/Or Conductivity Meters And Bridges	$764,626
627 30	Reactance And Impedance Meters And Bridges	$71,858
627 31	Inductance And Capacitance Meters And Bridges	$200,982
627 32	AC Wiring Analyzers	$118,659
627 33	Modular Instruments, Mainframes	$1,945,820
627 35	Relay And Circuit Breaker Test Sets And Soldering, Desoldering, And Repair Equipment	$409,255
627 50	Unmanned Vehicle Systems, Operations Support, Data Collection, Analysis, Reporting, and Related Services	$637,766
627 1007	Introduction To New Services / Products (INSP)	$44,859,377
627 2000	Equipment Maintenance And Repair	$4,725,320
627 2001	Pre-Purchase Calibration Or Calibration Traceability Certificate	$725,820
627 2002	Post Purchase Calibration Or Calibration Traceability Certificate	$2,455,444

627 2003	Extended Warranty	$1,875,955
627 2004	Service Agreement	$1,918,239
627 2005	Technical Training And Support (TTS)	$809,933
627 2006	Technical/Application Development Support (TADS)	$57,466
627 5001	Leasing Of Equipment	$0
632 2	Liquid Scintillation Systems And Gamma Counters, Accessories And Options	$886,528
632 5	Infrared Spectrometers	$3,533,419
632 6	Ultraviolet, Visible, Infrared, And Near Infrared Spectrophotometers	$2,743,187
632 7	Fluorescence Spectrometers	$507,085
632 9	X-Ray Spectrometers, Diffractometers, Emission Spectrometers, Including Flame, Spark, Arc And Laser Types, Mass Spectrometers	$2,471,567
632 10	Atomic Absorption, Atomic Emission, And Atomic Fluorescence Spectrometers, Including Inductively Coupled Plasma (IPC) And Inductively Coupled Plasma Mass Spectrometers (IPC/MS) Systems And Related Chemistries, Supplies And Consumables	$6,457,275
873 1	Mechanical Testing And Analysis	$1,612,480
873 2	Chemical Testing And Analysis Services And Related Chemistries, Supplies And Consumables	$8,596,980
873 3	Electric Testing And Analysis Services	$0
873 4	Geotechnical And Thermal/FireTesting And Analysis	$1,845,089

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
Note: Regulation K-FSS-1 Offerors must obtain a Level 3 Digital Authentication Certificate in order to access the eOffer system. Currently the only acceptable digital certs are: Iden Trust and Operational Research Consultants (ORC). In order to facilitate the timely processing of your offer and administration of the resultant contract, it is highly

recommended that you have at least two (2) persons with digital certificates listed as Authorized Negotiators in your offer and authorized to sign, at least one of which is an employee of the offering company. All
authorized negotiators must be identified in K-FSS-1 "Authorized Negotiators (March 1998). For information and instructions on obtaining digital certificates, visit the eOffer.
Note - Agent Authorization letters are considered valid for one year from the date of issue.

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 : See item (b)(3) above.

Begin Regulation

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (OCT 2014) FSS A/L FC-98-4

(a) *Definition.*

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting

Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.238-81, Modifications (Federal Supply Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

Begin Regulation

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

IMPORTANT NOTICE: Offerors must register in the System for Award Management (SAM) at https://www.sam.gov and have a current registration as of the date the offer is submitted. Offerors should complete a copy of paragraph (b) of this clause if any representations and certifications for this solicitation differ from those posted in the Offeror's SAM file and upload it as an "Other (optional-offeror defined)" document in eOffer.

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 statue. 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.]

Not applicable (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

Not applicable (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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).