Category Attachment

Code : **A**

Title : **Office Management**

Solicitation Number : **47QSMD20R0001**

Refresh Number : **0009**

Created on December 17, 2021

Office Management Category Instructions and Regulations

Instructions:
All offerors must follow evaluation criteria and instructions outlined in the MAS solicitation, including in SCP-FSS-001. The Office Management category attachment outlines additional evaluation criteria, requirements and information specific to this category only. For a list of required Schedule templates and attachments, please visit www.gsa.gov/mascategoryrequirements

For additional guidance and information for Schedule buyers and sellers, please visit our general guidance page at www.gsa.gov/officemanagement.

Commercial Supplier Agreement (CSA) Terms. If offering Commercial Supplier Agreement (CSA)Terms (e.g. standard terms of sales or lease, Terms of Service (TOS), End User License Agreements (EULA), or other similar legal instruments or agreements) - Often ordering activities will decline to place an order because of Federally non-compliant terms (e.g., customer indemnification). This results in a loss of business for the Schedule holder. In order to facilitate GSA's review and negotiation of each individual set of terms for compliance with Federal law, the Offeror is required to submit its CSA in an editable format, and preferably with the federally non-compliant terms and conditions already removed. Such submissions may help GSA avoid delays in reviewing and negotiating each individual agreement. "Clickwrap" submissions or links to agreements are not acceptable. The Offeror must clearly define what additional products, services, and prices are included with its CSA.

NOTE: GSA will not award any Drones/Unmanned Aircraft Systems (UAS), as defined in 49 USC Ch. 448, in response to this Large Category except those drones approved by the Department of Defense (DoD) Defense Innovation Unit (DIU) through its Blue sUAS Program.

Regulation Number	Regulation Title/Comments
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
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)
552.246-71	SOURCE INSPECTION BY GOVERNMENT (JUN 2009)
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
552.238-91	MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-93	ORDER ACKNOWLEDGMENT (MAY 2019)
I-FSS-970	TRANSACTIONAL FEE AND SALES REPORTING (JUN 2011)
552.238-90	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-73	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)
52.225-18	PLACE OF MANUFACTURE (AUG 2018)
552.238-105	DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAY 2019)
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - CERTIFICATION (MAY 2014)

52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
552.238-86	DELIVERY SCHEDULE (MAY 2019)
552.238-89	DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
552.238-92	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
552.238-94	ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)
552.238-95	SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)
552.238-96	SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019)
552.238-107	TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-111	ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)

Subcategory Instructions and Regulations

A01. Audio Visual Products Subcategory

SIN 334290OS Overseas (International) Audio/Visual Products

334290OS Audio Visual Products for overseas or international use. Does not include any products that could be included under the Audio Visual Products category.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5820
Maximum Order : $250,000

NAICS

Number	Description	Business Size
334290	Other Communications Equipment Manufacturing	750 employees

SIN 334310 Professional Audio/Video Products

334310 Includes professional audio/video equipment and parts.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $250,000

NAICS

Number	Description	Business Size
334310	Audio and Video Equipment Manufacturing	750 employees

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)

SIN 334511T Telecommunications Equipment

334511T Includes telecommunications equipment and accessories, such as radar (except airborne), underwater, light, and laser equipment.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 5820
Maximum Order : $1,000,000

NAICS

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

A02. Audio Visual Services Subcategory

SIN 541990AV Professional Audio/Video Services

541990AV Includes professional audio/video services.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $250,000

NAICS

Number	Description	Business Size
541990	All Other Professional, Scientific and Technical Services	$16.5 million

A03. Document Services Subcategory

SIN 518210DC Document Conversion Services

518210DC Includes scanning of the original document's text and images, converting the information to digital data, transferring the data to a new media file, and formatting the information for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R799
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	$35 million

Instructions:
ADDITIONAL INFORMATION FOR DOCUMENT CONVERSION SERVICES DESCRIPTION: The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data, which is then transferred to a new media and formatted for use in a document imaging

and storage system. Comprehensive DCS are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in whatever media they currently exist (e.g., paper, aperture cards, microfiche, microfilm, roll film, etc.) onto a new delivery/ storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, aperture cards, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF image files, etc.) required for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process. This SIN includes transcription and medical transcription services; it excludes transcriptions for Title III Monitoring.

SCOPE: Document conversion consists of scanning document images and converting them into electronic digital data, which is then transferred into a new format, and media for use in a document imaging, retrieval, and storage system. This SOW addresses the "backfile and day-forward conversion" of documents, which includes both file and data format and media conversion. It does not include data processing and communications equipment (e.g., digital computers, display devices, software, LAN/WAN networks), which may be employed in a document imaging, retrieval, and storage system. The types of DCS may include, but is not limited to: - Index data migration - Project evaluation or discovery - Optical mark scanning (OMR) - PDF Electronic file forms - Web Hosting (ASP)

GENERAL REQUIREMENTS: Unless otherwise specified by the ordering activity, the following general requirements are applicable to document conversion performed under this contract:

a. Contractor Responsibility - The Contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer. The Contractor will act independently and not as an agent of the Government.

b. Document Conversion - The contractor shall scan a variety of source documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, or legal instruments) from a variety of source media (e.g., paper, film, microfiche, aperture cards, magnetic tape, or Mylar) having varying degrees of image quality (e.g., crisp originals, faded, poor contrast, or overexposed photographs) using character recognition (e.g., OCR, ICR) into a compressed digital file (e.g., C4 compressed image file format) and deliver that file in a variety of output file formats (e.g., PDF, SGML, HTML, XML, CAD, word processing) on a variety of output media (e.g., optical disks, magnetic tape, or CD-ROM).

c. Image Enhancement - The contractor shall perform image enhancement immediately after scanning. Image enhancement shall allow soiled, faded, deteriorated, and inferior quality images to be "cleaned-up". The image enhancement process shall reduce background noise and improve uneven line widths, dull edges, faded areas, and uneven illumination. If required by the ordering activity, special image enhancement (e.g., removal of date stamps and other markings, deskewing images to within 5 degrees or less of skew, cropping, rotation) shall be accomplished during the document conversion process.

d. Indexing - The contractor shall provide an index (in both hardcopy and digital format) for all converted data. The index shall permit tracking, retrieval, and storage of converted documents. The index shall be as specified by the ordering activity and shall consist, as a minimum, of the document number, document title, page number, revision level, and date. The index shall be structured from the source data and may be incorporated in the raster image header, incorporated as PDF Bookmarks, or provided separately, as specified by the ordering activity.

e. Data Entry - The contractor shall provide keystroke data entry, as required

f. Delivery Media - The contractor shall deliver the digitally converted data in an output media (e.g., CD-ROM, 4mm DAT or 8mm magnetic tape; 9-Track 1600 BPI or 6250 BPI magnetic tape; 3.5 inch, 5.25 inch, 12 inch, or 14 inch Write-Once Read-Many (WORM) optical or magnetic disks and/or Write-Many Read-Many optical disks) and output format (e.g., PDF text and/or image files, TIIF, BMP, JPEG, HTML, ASCII text, SGML tagged for electronic distribution or publishing, XML, CAD, word processing), as specified by the ordering activity. Delivery media shall be labeled in such a manner as to identify the contents of the deliverable.

g. Source Document Inspection - The contractor shall inspect all source documents and shall notify the ordering activity's Contracting Officer of any condition which will likely prevent successful performance of the work required. Such notification shall be received by the Contracting Officer within ten (10) working days (or as stipulated on the individual agency task order) following receipt of the source documents.

h. Quality Assurance - Unless otherwise specified by the ordering activity, the contractor shall perform 100% quality assurance of the scanned images to ensure that an image is produced for each page or

microform frame; the image is equal to or better than the readability of the source page or microform frame; and the image is in accordance with the ordering activity's requirements. Marginal images (e.g., due to poor source images or film quality) shall be electronically marked and specified as such in the production reports. All indexing elements and SGML tagged data shall be parsed to ensure compliance with the requirements prior to delivery. Hollerith data shall be verified against the information contained in the title block of the document and will be edited, if necessary, to ensure the accuracy of the fields (e.g., document type, drawing number, drawing revision, sheet revision, card number, number of cards, drawing size, rights code, and security code). The ordering activity reserves the right to perform quality assurance on any products produced under this contract. Failure to meet quality assurance standards will result in re-work at the contractor's expense or contract termination, as appropriate.

i. Corrections - Document conversion errors caused by the contractor shall be considered corrections and shall not be charged to the ordering activity as an additional digitized item. Unless otherwise specified by the ordering activity, the contractor shall be liable for corrections for 12 months from output media delivery.

j. Workmanship Standards - The quality of services rendered by the contractor shall conform to the standard commercial practice in the document scanning and conversion profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the document scanning and conversion profession, and holding any licenses required by law. Failure to meet workmanship standards will result in re-work at the contractor's expense or contract termination, as appropriate.

k. Basic Preparation and Handling - The contractor shall be responsible for basic document preparation and handling during all phases of the document conversion effort. The pre-conversion effort shall include document receipt, inspection, inventory and document preparation for scanning and conversion (e.g., removing bindings, paper clips, attachments, and fasteners; photocopying oversize or undersize documents; purging unnecessary information; repairing damaged originals). The conversion effort shall include all necessary document preparation and handling. The post-conversion effort shall consist of reconstruction of the documents including the attachment of fasteners and bindings, reassemble of the documents into their original configuration, preparing a document inventory listing, and packaging/packing for return shipment to the ordering activity.

l. Special Preparation and Handling - When special preparation and/or handling requirements are specified by the ordering activity, the contractor shall be responsible for any special document preparation and handling requirements (e.g., staple locations being required to be marked during pre-conversion preparation and the documents being re-stapled using their original staple locations at post-conversion).

m. Production Reports - With each delivery, the contractor shall provide a Production Report (in hardcopy and digital format) that describes the data contained on the delivery media. The report shall be provided to the ordering activity's Contracting Officer or COTR and shall contain, at a minimum, the index for each document, number of pages for each document, and total pages.

n. Monthly Volume Report - The contractor shall provide a Monthly Volume Report (in hardcopy and digital format). The report shall be provided to the ordering activity's Contracting Officer and shall, at a minimum, list the number of converted documents delivered and the percentage of work completed.

o. Final File - The contractor shall provide a final file (in both hardcopy and digital format) upon project completion to the ordering activity's Contracting Officer. The file shall delineate those documents for which conversion has been completed; if applicable, the intermediate format in which each document has been scanned; the applicable character recognition, compression algorithm, output storage media and file format of the stored image; and an index for all converted data. The index shall, as a minimum, consist of each document number, document title, date, revision level, and page number. This index shall be structured from the source data and may be incorporated in the raster image header, incorporated as PDF Bookmarks, or provided separately, as specified by the ordering activity.

p. Backup Copy - The contractor shall maintain a backup copy of all data generated. The backup copy shall be maintained for a period of 12 months after project completion, unless otherwise specified for a different period by the ordering activity.

q. Returned Material - Unless otherwise specified by the ordering activity, all material provided by the ordering activity shall be returned with the delivered product in the same condition (normal wear and tear excepted) and sequence as the original submission. The contractor shall be responsible for shipping costs, unless otherwise specified by the ordering activity.

r. Source Document Destruction - Upon termination or completion of all work, the Contractor shall comply with agency requirements for disposal. All materials produced or delivered will become and

remain the property of the Government. When required by the ordering activity, the contractor shall destroy (rather than return) the source documents.

s. Classified Documents - The contractor shall be responsible for providing the appropriate handling, distribution, and storage of classified documents in accordance with all applicable security regulations and laws.

t. Page Pricing - Unless otherwise specified in the contractor's price proposal, page pricing shall be based on an original source page size of 8.5 inches x 11 inches. Increments for oversize source document pages shall be based on the number of whole or partial 8.5" x 11" pages.

u. Drawing Pricing - Unless otherwise specified in the contractor's price proposal, drawing sheet pricing shall be based on the size of the drawing. Increments for oversize drawings shall be based on the number of whole or partial F size drawings.

v. Production Facility - Unless otherwise specified by the ordering activity, production shall be performed at the contractor's facility. If the ordering activity requires scanning of the documents at a designated facility, the contractor shall provide all the necessary resources (e.g., personnel, equipment, material, and supplies) required to accomplish the work, unless otherwise specified by the ordering activity. However, the ordering activity will be responsible for providing adequate space and electrical power at the designated facility.

w. Data Rights - All data produced in performance shall be the sole property of the Government. The Contractor agrees not to assert rights at common law or equity and not to establish any claim to statutory copyright in such data in whole or in part in any manner or form nor authorize others to do so, without prior written consent of the Contracting Officer. This does not restrict the use or publication of such data by the Contractor or its employees.

DETAILED REQUIREMENTS: Unless otherwise specified by the ordering activity, the following detailed requirements are applicable to the contractor's document conversion efforts under this contract:

a. Scanning - Images shall be scanned at 200 DPI (dots per inch) resolution for engineering drawings, 500 DPI for engineering drawings being converted to CAD, and 300 DPI for all other document types, except photographs, which shall be scanned at 400 DPI. Raster images shall be compressed using CCITT Group 4 algorithms as specified in Federal Information Processing Standard (FIPS) Publication 150 "Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus", prior to transfer to the storage media. The latest revision of FIPS Publication 150 in effect at the date of the order or as specified by the ordering activity shall be used. Proprietary compression algorithms are not acceptable. Hollerith data shall be read during image scanning and provided as an index to the image.

b. Indexing/Coding - The index requirements (e.g., index fields, number of characters, nomenclature for the index fields) shall be specified by the agency. As a minimum (via display of the scanned image), the index shall consist of three fields having a maximum of 30 characters located peripherally on the page.

c. Portable Document Format (PDF) Conversion - Adobe Portable Document Format conversion shall be accomplished in compliance with the latest version of the Portable Document Format Reference Manual (e.g., Version 1.3) in effect on the date of the order or as specified by the ordering activity. PDF converted formatted documents shall replicate all visual characteristics and attributes of the source document. Graphics portions of the source document shall be included in the PDF file as raster images. Scanning of graphic portions shall be provided at a resolution of 300 DPI or greater. PDF converted documents shall contain thumbnail files.

(1) Image Only Scanned: Source documents shall be raster scanned at 300 DPI. The scanned image shall be a bitmapped image of the original document and shall be equal to the readability of the original page. The images shall be converted to PDF Image Only files prior to being written to the delivery media.

(2) Image Plus Edited Text: Source documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing OCR technology. All free standing standard character text larger than 6 point shall be edited to ensure accuracy of 95% or greater. All converted numerics shall have an accuracy of 100%. Graphics shall be provided as 300 DPI raster graphics. The document shall be converted to PDF Plus Text files prior to be written to the delivery media.

(3) PDF Normal: Source documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing OCR/ICR technology. All free standing standard character text larger than 6 point shall be edited to insure accuracy of 95% or greater. All converted numerics shall have an accuracy of 100%. Suspect characters shall be corrected. Color images and photographs shall be scanned and inserted. Graphics shall be provided as 300 DPI raster graphics. The original fonts and

format of the document shall be maintained. The document shall be converted to PDF Normal files prior to being written to the delivery media.

(4) Hyperlinking: Hyperlinks shall be created for each item contained in the content reference pages of the document (e.g., Tables of Contents, Indexes). In addition, hyperlinks shall be created for all intact internal references. Bookmarks and Thumbnails shall be created for each document. PDF Normal processing of the documents is required prior to hyperlinking.

(5) Application File: When required by the ordering activity, an application (output) file from PDF converted documents (e.g., in a word processing format) shall be created. Application files shall be created after completion of any PDF document quality assurance and editing.

(6) Accuracy: The accuracy requirements for documents converted using optical recognition technology (e.g., OCR, ICR) shall be applicable to each page as specified by the ordering activity. The percent accuracy is defined as the number of correct characters per page (i.e., characters in the converted document that are the same as the corresponding character in the source document) divided by the total number of characters on the page multiplied by 100.

d. Standard Graphic Markup Language (SGML) Tagging - Paper documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing Optical Character Recognition (OCR) technology. All free standing standard character text larger than 6 point shall be proofed and edited to ensure accuracy of 99.5% or greater. All converted numerics shall have an accuracy of 100%. Graphics shall be provided as 300 DPI raster graphics. Tagged data shall be in accordance with the Document Type Definition (DTD) and the Style Sheet. Tagged data shall provide 100% parsing against the provided DTD. Intact internal references shall be tagged.

(1) Level I: Level I SGML tagging shall consist of DTDs that are targeted at electronic browsers, which utilize a limited number of tags to describe the basic document.

(2) Level II: Level II SGML tagging shall consist of DTDs that are targeted at complex publishing systems which require an increased number of tags, tag attributes, and specific structural relationships to produce the required printed document.

e. HyperText Markup Language (HTML) Conversion - Conversion shall be in accordance with the latest version of the W3C Recommendations (e.g., HTML Version 4.0) in effect on the date of order or as specified by the ordering activity.

f. Extensible Markup Language (XML) Conversion - Conversion shall be in accordance with the latest version of the W3C Recommendations (e.g., XML Version 1.0) in effect on the date of the order or as specified by the ordering activity.

g. Graphics File Formats (e.g., GIF, JPEG) - The specific graphic file format shall be as specified by the ordering activity.

h. Application Files (e.g., Word, CAD, WordPerfect) - The specific application file format shall be as specified by the ordering activity.

i. CD-ROM Mastering: Converted data shall be pre-mastered in accordance with ISO 9660, Volume and File Structure of CD-ROM Information Exchange specification using the latest version in effect on the date of the order or as specified by the ordering activity. CD-ROM masters shall be produced in accordance with industry standards as defined in the CR-ROM Yellow Book.

j. CD-ROM Replication: Replicas shall mark as specified by the ordering activity. Replicas shall be provided in CD-ROM.

ACRONYMS AND DEFINITIONS

a. ASCII (American Standard Code for Information Interchange). An 8 bit code representing English letters, characters and numbers. Seven bits are used to identify each individual entity (128 maximum) with one bit for parity. Extended ASCII uses of eight bits to represent up to 256 characters with no parity bit. Most computers use ASCII to represent text, which makes it possible to transfer data from one computer to another.

b. BMP (BitMaP) - The standard bit-mapped graphics format used in the Windows environment.

c. Backfile Conversion - Converts existing files for use in an imaging system.

d. BCR (Bar Code Recognition)- The recognition of bar code (i.e., A method of representing data by

combining lines of varying width.).

e. CCITT (Consultative Committee on International Telephone and Telegraphy)sets standards for phones, faxes, modems, etc.

f. COLD (Computer Output to Laser Disk) - The computer system contains files of ASCII data (from input or application programs) or bit-mapped files previously scanned from microfilm documents or pictures. These output files are compress by a factor of 5-20:1 from the original documents and stored on WORM optical/laser disks.

g. DTD (Document Type Definition) - A description of the types of tags allowed in a document as well as the order in which they appear.

h. FTP (File Transfer Protocol) - An Internet protocol to move files from one computer to another.

i. Grayscale - The binary range of a graphic representation between pure black and pure white. A scale of 256 shades of gray will be a better representation than 16 shades.

j. HTML (Hypertext Markup Language) - HTML is a W3C standard (i.e., W3C HTML Recommendations) based upon SGML that is designed to specify the logical organization of a document. HTML instructions divide the text of a document into blocks called elements that define how the body of the document is to be displayed by the browser and those that define information about the document (e.g., title, relationship to other documents). Use of HTML instructions is based on detailed rules (e.g., the names of tags/elements, how they can be used), which are defined using SGML. There are three variants of HTML 4.0 (i.e., HTML 4.0 Transitional, HTML 4.0 Strict, and HTML 4.0 Frameset).

k. ICR (Intelligent Character Recognition) - The conversion of scanned images (bar codes or patterns of bits) to computer recognizable codes (ASCII characters and files) by means of software/programs, which define the rules of and algorithms for conversion.

l. ITU-T - CCITT renamed Telecommunication Standardization Section of the International Telecommunications Union.

m. JPEG (Joint Photographic Experts Group) - A compression algorithm for color image files.

n. Optical Character Recognition - The computer processing/conversion of scanned images both full text and forms to computer recognizable codes (ASCII letter, numbers, and characters).

o. PDF (Portable Document File) - PDF is a standard (i.e., Portable Document Format Reference Manual) provides a way of distributing, viewing, and printing documents with consistent appearance across a number of computer platforms. Files created from printed documents closely match the paper version including graphics, photographs, and fonts and are compressed for easy downloading and distribution. To view a .pdf file, an Adobe Acrobat Reader must be installed on the computer.

p. SGML (Standard Generalized Markup Language) - SGML is an ISO Standard (i.e., ISO 8879), which delineates a methodology of describing architecture for information exchange. SGML is a synthesis of three things: A Document Type Definition (DTD), a style sheet, and tagged data. The DTD describes which tags are allowed. The style sheet describes how the corresponding tag is to be formed. The tagged data is the document, in which every piece of data is "tagged", using tags defined in the DTD and Style Sheet.

q. Style Sheet - Describes how the SGML tag is to be formed.

r. TIFF (Tagged Image File Format) - One of the most widely supported files formats for storing bit-mapped images (8-bit color and grayscale) on personal computers. Includes several types and groups, which are compressed and uncompressed.

s. XML (extensible Markup Language) - XML is a W3C standard (i.e., W3C XML Recommendations) that could revolutionize the way intranet applications and document and non-document content are built and managed. XML promises "write once, publish anywhere" simplicity to users who don't have to become experts in Web programming languages. XML is an "instance" of SGML.

t. WORM (Write Once Read Many) - Permanent optical storage method where data once written, cannot be erased or altered.

u. W3C (World Wide Web Consortium) - W3C is an international industry consortium, which was founded in 1994 to lead the World Wide Web in developing common protocols that promote its

evolution and ensure its interoperability. W3C develops standards, which are published in the form of Recommendations.

SIN 541611LIT Litigation Support Solutions

541611LIT Includes a wide range of services that aid customers in searching and retrieving, obtaining, organizing, analyzing and presenting evidence or materials for legal matters. Services and solutions include, but are not limited to: eDiscovery, Freedom of Information Act (FOIA) request, legal hold, document acquisition, document preparation and organization, data extraction from forensic images, document analysis, technical support, and project management. Includes any ancillary supplies and/or services necessary to provide a total litigation support solution.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R799
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	$16.5 million

SIN 561439 Document Production On-site and Off-site Services

561439 Includes the necessary equipment (e.g. high-volume digital color copiers, scanners) and personnel required for effective on-site/off-site document production. Also includes single or multiple shift production operations, consumable supplies (paper and transparencies are usually not included), on-going equipment maintenance, and customized agency reports.

NOTE: Consider job turnaround time, maximum number of impressions per day or month, document quality expectations, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R799
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
561439	Other Business Service Centers (including Copy Shops)	$16.5 million

Instructions:
NOTE: A typical document production service would include the required equipment (e.g., high-volume digital color copiers, scanners) and contractor provided operational and management personnel required for effective on-site/off-site document production. Document production services are available using either contractor provided and installed equipment, using existing Government-owned equipment, or using equipment installed in Government locations under Lease-to-Ownership Plans. In addition, single or multiple shift production operations; consumable supplies (paper and transparencies are usually not included); on-going equipment maintenance; and customized agency reports are included. Negotiated Operational Performance Standards may be jointly developed and included in the purchase order (e.g., job turn-around time, maximum number of impressions per day or month, document quality expectations, turn-around performance and accuracy ratings, management of consumable supplies, and monthly management reports).

SIN 561990 Document Destruction Services

561990 Includes on-site and off-site destruction of classified, unclassified, or personal identifiable information. Types of documents include hard copy media, electronic media, and optical mass storage media. Destruction techniques may include, but are not limited to, shredding, pulverization, disintegration, and incineration.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R799
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
561990	All Other Support Services	$12 million

Instructions:
NOTE: Destruction services include both on-site and off-site services of classified (e.g., confidential, secret and top secret), unclassified (example: phone list, floor plans, inter-office documents) and personal identifiable information (example: pay records, medical records, financial statements) of hard copy media (e.g., paper, folders, newspapers, catalogs, magazines, maps, envelopes, manuals, ID cards, microfilm, microfiche, photographs, photographic negatives, blue prints and technical drawings), electronic media (e.g., electro-magnetic tapes, hard drives, floppy disks, random access memory (RAM), read-only memory (ROM), erasable programmable read only memory (EPROM) and subscriber identity module (SIM), and optical mass storage media (e.g., CD/DVD, flash drives and holographic storage.) Destruction techniques may include but are not limited to all of the following: shredding, pulverization, disintegration, purging, pulping and incineration.

NOTE: CHART - LABOR RATES Labor Category, Government Discount, Commercial Rate Hourly/Daily On/site, Commercial Rate Hourly/Daily Off/site, Government Rate Hourly/Daily On/site, Government Rate Hourly/Daily Off/site IF THE OFFEROR'S COMMERCIAL PRACTICE IS TO PRICE THESE SERVICES ON A UNIT/QUANTITY BASIS, USE THE FOLLOWING FORMAT: Description, Government Unit/Quantity, Government Price, Commercial Unit/Quantity, Commercial Price, Government Discount %

I. PURPOSE The Multiple Award Schedule, Federal Supply Schedule Program is to provide Federal agencies with a customized plan for destroying government documents that is unique and cost effective to their needs.

II. SCOPE OF WORK The objective of this Performance Work Statement (PWS) is to describe the Government's requirement in soliciting contractor support for Destruction Services (DS). These services may be used on a non-mandatory basis by various Government agencies and activities. Ordering agencies may require these services to satisfy worldwide agency mission production requirements.

III. REQUIREMENTS a) The contractor is responsible for providing all resources including personnel, equipment, facilities, containers and transportation in performing all work requirements identified. Destruction service contractors shall have all access individuals (individuals who are employed by the contractor who have been vetted and granted access to classified customer material), non-access employees (employees who have not been vetted for access to classified customer material) and access non-employees (visitors, sub-contractors) sign a confidentiality agreement in place prior to gaining access to classified customer media. In addition all access individuals shall be subject to a screening process which includes a criminal background check, drug screening, previous employment verification and proof of U.S. citizenship in accordance with FAR clause 52.222-54. Contractors shall certify compliance with HIPAA, HI-TECH Act of 2009 and the Fair and Accurate Credit Transaction Act. Services specified in an order placed against this contract may be performed at the contractor's facilities (off-site) or the ordering agency's facilities (on-site).DS contractor will provide a convenient, safe and secure destruction of a variety of media. Note: Documents produced and submitted to the government must be printed/copied two-sided on 30% postconsumer fiber content paper in accordance with FAR clause 52.204-4.

1. Operational Security Requirements b) DS contractors shall have written policies and procedures in place to ensure secure handling and destruction of customer material that include provisions for collection, staging, transfer of custody, transport, access control, processing and disposal of destroyed material. c) All classified customer material shall be collected and transferred in lockable containers/bins/receptacles that prevent the unauthorized retrieval of the customer material. d) DS contractors shall have a walled/fenced restricted, secure space dedicated to media destruction. Appropriate physical security measures: (e.g., audio/visual alarm systems, lighting, door locks, closed-circuit television (CCTV), motion sensors and visitor logs) shall be in place to prevent

unauthorized access to restricted, secure space at all transfer processing locations. e) Customer material shall be destroyed within the time frame established by the ordering agency's policy and procedure. f) Contractor shall provide a certificate of destruction to the government agency at invoicing and/or according to the ordering agency's requirement, for both on-site and off-site material destruction. The certificate shall indicate the date of destruction, identify the material destroyed, method of destruction, and be signed by the individuals designated to destroy and witness the destruction. DS contractor officials shall be required to know, through their personal knowledge, that such material was destroyed. Contractor shall have the capability to produce an audit trail to be reviewed in accordance with the ordering agency's requirement.

IV. DESTRUCTION OF MATERIAL Destroyed material must be disposed in a manner that is in accordance with all local, state and federal environmental regulations. Whenever possible, unclassified shredded paper products and metal materials shall be recycled. Classified material collected in the United States shall be destroyed in the United States.

V. WITNESS OF DESTRUCTION 1. Classified Material: Destruction of classified material (TOP SECRET, SECRET and CONFIDENTIAL) shall be witnessed by authorized personnel who have a full understanding of their responsibilities, in accordance with the ordering agency's requirement. 2. Ordering agencies that choose to witness the destruction of its materials may notify the contractor of its intent to accompany the materials to the destruction facility.

VI. METHODS OF DESTRUCTION SERVICES The key for an organization in deciding how to manage material sanitization and destruction is to consider the information classification, then the material media type. Classification of information and disposal methods shall be made in accordance with the ordering agency's security policy and procedure. Note: The ordering agency will determine the classification and destruction method for Personal Identifiable Information (PII) material and identify such materials to the vendor. Sanitization: the process of clearing/purging all or part of a storage device so that the data contained therein is difficult or impossible to recover, as defined in the NIST Special Publication 800-88, Guidelines for Media Sanitization. Destruction: the physical destruction of media whereby they are rendered unusable and unrecoverable, as defined in the NIST Special Publication 800-88, Guidelines for Media Sanitization. NOTE: Destruction of classified material. Effective January 1, 2011, only equipment listed on an Evaluated Products List (EPL) issued by the National Security Agency (NSA) may be utilized to destroy classified information using any method covered by an EPL. However, equipment approved for use prior to January 1, 2011, and not found on an EPL, may be utilized for the destruction of classified information until December 31, 2016. Unless NSA determines otherwise, whenever an EPL is revised, equipment removed from an EPL may be utilized for the destruction of classified information up to six years from the date of its removal from an EPL. The Administrator of the GSA shall, to the maximum extent possible, coordinate supply schedules and otherwise seek to make equipment on an EPL available through the Federal Supply System.

Methods of destruction for the following:

1 Paper or printed Material shredding must render material unreadable by using a cross cut, pierce and tear, strip cut or pulverize, disintegrator, rotary cut or hammermill method. End product shred size must meet the following criteria:

a) Unclassified -Cross Cut/Pierce and Tear: 3/4 inch width (max) x 2 1/2 inch length (max) -Strip Cut: 5/8 inch width (max) x length: Indefinite -Pulverize, Disintegrator or Hammermill: Screen size (max) 2-inch diameter holes -Pulping

b) Classified -Shredding/Disintegration/ Pulverizing: National Security Agency (NSA) spec of 3/32 inches square, as per NSA Evaluated Products List (EPL). -Incineration: Material must be reduced to white ash.

2. Microforms: (eg., Microfilm, microfiche, photographs and photographic negative) Shredding must render material unreadable by using a destruction method. End product shred size must meet the following criteria:

a) Unclassified -Shredding: 1/8 inch width (max) x 1/8 inch length (max)

b) Classified -Shredding/Slicing/Disintegration: NSA spec of 3/32 inches square, as per NSA EPL. -Incineration: Material must be reduced to white ash. -Chemical Degradation: Bleach for film masters, acetone or methylene chloride for diazo reproductions.

3. Electronic storage media (e.g., electro-magnetic tapes, hard drives, floppy disks, random access memory (RAM), read-only memory (ROM), erasable programmable read only memory (EPROM) and subscriber identity module (SIM) shall be rendered unreadable and unusable by sanitization and/or destruction.

a) Unclassified Material Sanitization Methods:

– Data overwrite: The entire media shall be overwritten a minimum of three times using a method based on the information contained on the media. The security goal of the overwriting process is to replace sensitive data with non-sensitive random data.

– Degaussing: Use NSA EPL approved degausser -Slicing into unrecoverable, unreadable and unusable parts -Grinding

b) Classified Material Sanitization Methods:

– Data overwrite: The entire media shall be overwritten a minimum of three times using a method based on the information contained on the media. The security goal of the overwriting process is to replace sensitive data with non-sensitive random data.

– Degaussing: Use NSA EPL approved degausser. and/or one of the destruction methods. Destruction Methods:

– Pulverizing, Disintegration: NSA spec of 3/32 inches, as per NSA EPL.

– Incineration: Material must be reduced to white ash.

– Melting/Smelting: 1,600 degrees Celsius or higher.

4. Optical storage media [e.g., CD/DVD, solid state drives (flash drives), holographic storage and molecular memory] shall be rendered unreadable, unusable and unrecoverable by physically destroying the device.

a) Unclassified Material Destruction Methods: -Disintegrate, Pulverize, Hammermill: 2 inch width x 2 inch length

– Shredding: Strip cut 5/8inch width (max) x indefinite length

– Grinding

b) Classified Material -Disintegration: NSA spec of 3/32 inches square, as per NSA EPL. -Incineration: Material must be reduced to white ash.

– Melting/Smelting: 1,600 degrees Celsius or higher.

– Grinding

A04. Mail Management Subcategory

SIN 561499M Mail Management, Systems, Processing Equipment and Related Solutions

561499M Includes all services necessary to manage a mailroom, such as Mailroom Administrative Support Services, Presort Mail, Miscellaneous Mail Services, List Management Services, Mailroom Ergonomic Analysis Services, Mail Screening and Inspection Services.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R604
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	$16.5 million

Instructions:

NOTE: Includes Mailroom Administrative Support Services, Presort Mail, Miscellaneous Mail Services, List Management Services, Mailroom Ergonomic Analysis Services, Mail Screening and Inspection Services.

Mailroom Administrative Support Services may include but are not limited to daily mailroom administrative services consisting of, but not limited to, accepting incoming mail from USPS and courier services such as UPS and FEDEX; accepts and signs for certified mail, registered mail, & overnight mail. Makes distribution of all mail using an Office Roster. Processes outgoing mail, metering flats, letter, packages, etc.

Presort Mail may include but is not limited to management, supervision, labor, materials, supplies, and equipment, as well as planning, scheduling, coordinating, and assuring effective performance of all services described herein. Contractor will be required to provide a minimum of presort mail and barcode services applicable to the postage discount level offered, for domestic First Class Federal Government Mail, for various Federal Agencies in accordance with standard commercial practices and all USPS regulations. Contractors are required to have and continually maintain a USPS Coding Accuracy Support System (CASS) certification.

Miscellaneous Mail Services may include but are not limited to management, supervision, labor, and equipment; plans, schedules, coordinates, and assures effective performance of all services described. Consists of preparing/packaging mail, addressing, labeling, folding, inserting, bursting, collating, mail match, wrapping, software services, metering, and stamping mail.

List Management Services may include but are not limited to data entry, address label printing, lists management, list cleanup and list coding.

Mailroom Ergonomic Analysis Services may include, but are not limited to, workflow analysis, studying and improving mailroom processes, productivity studies, task analysis, time & motion studies, determining optimal mailroom layout, site-specific ergonomic training, space planning, and process equipment assessments.

Mail Screening and Inspection Services involves on-site and off-site examination of incoming mail, packages, etc. to detect any form of contamination (e.g., hazardous materials, chemicals, or explosives). This service includes personnel, materials, equipment, and facility to properly screen and inspect all incoming mail.

Includes related equipment such as Mail Processing Machines, Systems and Related Software, Rental Plans for Postage Meters and Other Related Mailing Equipment. Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the areas described above.

A05. Office Management Maintenance and Repair Subcategory

Instructions:
Contractors providing repair and maintenance services for SINs 811212R and 811212SA must be designated as authorized service providers by the Original Equipment Manufacturer (OEM) with access to OEM parts, supplies, retrofits and firmware. A Letter of Supply/Authorization issued by the OEM is required to cover the period of performance. The authorization covers only the OEM parts, supplies, retrofits, firmware, and repair and maintenance service of the issuing OEM. Any subcontractors utilized by the prime contractor are bound by the terms stated above.

SIN 811212R Repair of Government-Owned Equipment (for equipment NOT under Maintenance Service Agreement)

811212R Includes the repair of any type of copier equipment offered under this Schedule that's NOT covered under a maintenance service agreement. Includes directly related attachments, supplies, and accessories.

Cooperative Purchasing: No
Set Aside: No

FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
811212	Computer and Office Machine Repair and Maintenance	$30 million

SIN 811212SA Maintenance Service Agreement For Office Equipment

811212SA Includes a maintenance service agreement consisting of preventative and repair (remedial) services for office equipment, such as service calls. Also includes the cost of labor, transportation, and replacement/spare parts (excluding consumable operating supplies).

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : DE01
Maximum Order : $350,000

NAICS

Number	Description	Business Size
811212	Computer and Office Machine Repair and Maintenance	$30 million

A06. Media Products Subcategory

SIN 511130 Books and Pamphlets

511130 Includes books: geography, medical, technical and childrens', dictionaries, encyclopedias, almanacs, atlases, globes, maps, instructional pamphlets, internet desk references and thesauruses.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7610
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
511130	Book Publishers	1000 employees

SIN 5191M Entertainment, News and Library Media

5191M Provides Off-the-Shelf licensed and unlicensed broadcast and multimedia programming, news and information media (theatrical and non-theatrical) delivered in variety of modes including primarily electronic subscription, print, wireless broadcast, including satellite; cable broadcast, LowPowerTV; and the multi-media and Digital storage formats.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7690

Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
519110	News Syndicates	$30 million
519190	All Other Information Services	$30 million

A07. Media Services Subcategory

Subcategory Level Regulations:

Regulation Number	Regulation Title/Comments
52.223-13	ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)

SIN 511120 Periodicals, Subscriptions, Online Book Selling and Lending Library Services

511120 Periodicals, Subscriptions, Online Book Selling and Lending Library Services

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7630
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
511120	Periodical Publishers	1000 employees

SIN 561410 Editorial, Publishing, and Library Media Services

561410 Includes the acquisition of professional support services in the publishing of print and electronically published media and communication documents, books, research studies, and general manuscript preparation but excluding any advertising, marketing or public relations materials; document editing or proofreading; typing, word processing, or desktop publishing; and; specialized transcription services for medical billing, medical coding, medical transcription and voice recognition/transcription.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R499
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
561410	Document Preparation Services	$16.5 million

A08. Office Services Subcategory

SIN 541611O Office Management Needs Assessment and Analysis Services

541611O Includes office equipment needs assessment and analysis services, which involves assessing various office management functions to identify improvement opportunities.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R799
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	$16.5 million

SIN 541614OR Office Relocation and Reconfiguration

541614OR Includes services for relocating and/or reconfiguring existing office furniture, equipment, and related supplies. Services include, but are not limited to, pre-move planning, relocation plan designing, reorganizing, and related ancillary supplies such as packing materials.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : N071
Maximum Order : $500,000

NAICS

Number	Description	Business Size
541614	Process, Physical Distribution and Logistics Consulting Services	$16.5 million

SIN 561110 Office Administrative Services

561110 Includes a range of turnkey day-to-day office administrative support services, such as clerical/ secretarial functions, data entry, payroll administration, recordkeeping, travel preparation, scheduling, notetaking, meeting management, drafting memos/notes/letters, purchasing/requisitioning supplies, and logistics.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R699
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
561110	Office Administrative Services	$8 million

SIN 561320SBSA Temporary Staffing (SBSA)

561320SBSA Includes temporary administrative and professional staffing.

NOTE: Small Business Set Aside (SBSA).

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : R699
Maximum Order : $250,000

NAICS

Number	Description	Business Size
561320	Temporary Help Services	$30 million

Instructions:
This SIN is strictly 100% set aside for small business concerns only.
The purpose of this SIN for temporary staffing is intended to provide Federal agencies with a temporary solution for staff augmentation & court reporting, transcription services; which would allow agencies to quickly respond to changing staffing requirements that arise when critical projects temporarily warrant more assistance or when key staff members are unavailable for work due to an emergency, accident, illness, family responsibilities, jury services, etc.
Time Limitation: In accordance with 5 CFR 300.504, (a) Time limit on use of temporary help service firm. An agency may use a temporary help service firm(s) in a single situation, as defined in 300.503, initially for no more than 120 workdays. Provided the situation continues to exist beyond the initial 120 workdays, the agency may extend its use of temporary help services up to the maximum limit of 240 workdays.
An individual employee of any temporary help firm may work at a major organizational element (headquarters or field) of an agency for up to 120 workdays in a 24-month period. The 24-month period begins on the first day of assignment. An agency may make an exception for an individual to work up to a maximum of 240 workdays only when the agency has determined that using the services of the same individual for the same situation will prevent significant delay.
The SIN occupations include but are NOT limited to;

- Administrative Support & Clerical Occupations, General Services & Support Occupations, Recreation Occupations
- Information Technology Occupations
- General, Trade, Facility Services and Support Occupations
- Information and the Arts, Education and Training, and Miscellaneous Occupations
- All Professional Occupations
- Court Reporting
- Medical/Professional Transcription
- Videography

Note: Conditions for use:
An agency may use private sector temporary help when one of the following short-term situations exists:

1. An employee is absent for a temporary period because of a personal need including emergency, accident, illness, parental or family responsibilities or mandatory jury service.
2. An agency must carry out work for a temporary period that cannot be delayed in the judgment of the agency because of a critical need.

These services shall not be used:
1. In lieu of the regular recruitment and hiring procedures under the civil service laws for permanent appointment in the competitive civil service.
2. To displace a Federal employee.
3. To circumvent controls on employment levels.
4. In lieu of appointing a surplus or displaced Federal employee as required by 5 CFR part 330, subpart F (Agency Career Transition Assistance Plan for Displaced Employees) and subpart G (Interagency Career Transition Assistance Plan for Displaced Employees).

COURT REPORTING & TRANSCRIPTION SERVICES
If you are offering Court Reporting and/or related services, please note the following instructions:

1. Identify specific formatting method used, if any. The recommended method is set forth by the National Court Reporters Association (NCRA) (http://www.ncra.org/)
2. No fewer than 25 typed lines on standard 8-1/2 x 11 paper.
3. No fewer than nine or 10 characters to the typed inch.
4. Left-hand margin to be set at no more than 1-3/4 inches.
5. Right-hand margin to be set at no more than 3/8 inch.
6. Each question and answer to begin on a separate line.
7. Each question and answer to begin no more than five spaces from the left-hand margin with no more than five spaces from the Q and A to the text.
8. Carry-over Q&A lines to begin at the left-hand margin.
9. Colloquy material to begin no more than 15 spaces from the left-hand margin, with carryover colloquy to the left-hand margin.
10. Quoted material to begin no more than 15 spaces from the left-hand margin, with carry-over lines to begin no more than 10 spaces from the left-hand margin.

11. Parentheticals and exhibits markings to begin no more than 15 spaces from the left-hand margin, with carry-over lines to begin no more than 15 spaces from the left-hand margin.
12. Be sure to adhere to the Transcript Formatting Guidelines as set forth in comment 9202 of the Code of Professional Ethics of National Court Reporters Association (www.ncra.org) for such categories as Depositions, Court Appearances, Meetings, Conferences, and Administrative Hearings, etc.
13. Specify and describe any charges including appearance fee, shipping rates for different shipping times, prices per additional transcript copies, videography services and resulting digital or electronic copies, fees for technical / semi-technical / non-technical transcription, and any other additional service.

Pricing schedule should include a firm-fixed price per transcribed page based on typically the following delivery times;

- Same day delivery
- Next day delivery
- Progression of days from 2 to 10 for delivery
- Premium hours (outside normal business hours/holidays/weekends etc.); and
- Minimum charge fee

Security Clearances: Staffing may be with and/or without security clearances, i.e. Secret, Top Secret, and Top Secret SCI.
Labor Rates: This SIN includes both Wage Grade (SCLS) Rates and Professional Labor Rates.
Labor Categories: Allowable Labor Categories are not limited to those listed below, However, additional occupational categories not listed here in Health Occupations and/ or Construction Labor Categories are not allowed.
Service Contract Labor Standards and Health and Welfare:
The Service Contract Labor Standards (SCLS) applies to all nonprofessional services to be provided under this Schedule except for any pricing offered for services outside of the United States.
The SCLS index of applicable wage determinations can be viewed at beta.sam.gov. Some of the proposed labor categories may be subject to the SCLS (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 SCLS wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (i.e., nationwide). SCLS wage determination(s), including determination number, revision date, state and counties for the preponderance of work location must be submitted.
When submitting Labor Categories subject to SCLS Wage Determination (WD), the offeror is required to provide rates for their intended places of performance along with any supporting documentation. The offeror should indicate any differences in WD base rates for proposal pricing, for instance if Accounting Clerk I is being proposed for a lower WD base rate than Janitor, the appropriate WD should be indicated. The contractor is responsible to adjust their proposal and for paying the appropriate WD for the locality for the intended performance local.
Offerors must comply with applicable SCLS 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 a cost analysis to determine that offered prices are fair and reasonable.
Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing rate SCLS 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.

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)
52.225-1	BUY AMERICAN SUPPLIES (JAN 2021)
52.225-2	BUY AMERICAN CERTIFICATE (FEB 2021)

SIN 561499N Network Connectivity Support Services

561499N Includes network connectivity support services, which involve supporting federal agencies' network operating systems and infrastructure. Tasks include, but are not limited to: network management, security, hotlines, database/software maintenance, etc.

The contractor will provide all necessary, qualified personnel and materials.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R799
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
561499	All Other Business Support Services	$16.5 million

A09. Office Supplies Subcategory

Instructions:
Toner:

Original Equipment Manufacturer (OEM): A new cartridge that is designed, manufactured and/or distributed by the manufacturer of the printer in which the cartridge is intended to be used. An OEM cartridge may contain recycled parts.

Non-OEM New Build: A new cartridge with a shell, internal components and ink or toner that is produced by a company NOT affiliated with the printer hardware manufacturer of the printer in which the cartridge is intended to be used.

Remanufactured: A cartridge that has been previously used, the marking substance consumed, and then is subsequently collected, inspected, cleaned, had new or reconditioned parts installed, refilled with ink or toner, and tested so that its capability to print has been restored. This previously used cartridge could be either an OEM or a non-OEM cartridge.

Refilled: A cartridge that is refilled with non-OEM ink or toner and resealed. Some components may be replaced, but the principal service is replacing the marking substance in a cartridge supplied by the customer. The process may be performed by a technician in a local store, or by the customer using commercially available supplies. This previously used cartridge could be either an OEM or a non-OEM cartridge.

All toners being offered shall be identified as: New OEM, Non-OEM New Build, Remanufactured, or Refilled

Gray/Grey and Black Market:

Gray Market: Goods that are defined as items sold into the country of consumption without the consent of the trademark holder. Gray market goods are not counterfeits; however, differences may exist between these goods and those goods produced for sale in the country of consumption. Some of these differences may involve warranty coverage or compliance with local regulatory requirements.

Black Market: Black market and counterfeit in the printing supplies business means the manufacturing, refilling or ("reman") remanufacturing of a print cartridge with the intention to market it in a way that suggests it is an original brand name product. This usually involves putting a reman or refill into a box that closely resembles genuine manufacturer packaging, which can deceive customers into paying a higher price for a fraudulent product.

Offerors have the option of submitting their entire full commercial catalog which includes a variety of office supplies/products and a small amount of office furniture. The ratio should be 80% Office Supplies/Products and 20% other, such as office furniture, IT products/accessories, etc. Incidental transactional items such as restroom products, IT accessories, and small furniture items may be included in orders from customers only for convenience but will be a minimal portion of offeror catalog.

Subcategory Level Regulations:

Regulation Number	Regulation Title/Comments
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)
52.223-13	ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)
52.223-14	ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)

52.223-16	ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

SIN 333318 Dictating and Transcribing Machines and Systems

333318 Includes a professional dictation system that offers a full voice recording system interface using advanced technology. Products may include digital recorders, microphones, sound cards, etc.

NOTE: Units are available in standard, mini, and micro cassette configurations.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : T016
Maximum Order : $350,000

NAICS

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

SIN 333318SBSA Office Security Equipment and IT Products (Small Business Set Aside)

333318SBSA Includes security applications for office equipment that shall be secured in any environment to deter unlawful removal. Available security solutions include anti-theft software tracking systems, the ability to manage a PC from a network location, switch for computer case, motion sensors, and all directly related conventional and biometric products.
NOTE: Small Business Set Aside (SBSA)

Cooperative Purchasing: No
Set Aside: Yes
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

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

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.225-1	BUY AMERICAN SUPPLIES (JAN 2021)
52.225-2	BUY AMERICAN CERTIFICATE (FEB 2021)

SIN 339940 Office Products

339940 Includes all office products, such as pens, paper, binders, external hard drives, toner cartridges, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $250,000

NAICS

Number	Description	Business Size
322230	Stationery Product Manufacturing	750 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

Instructions:
All vendors must complete the Letter of Compliance for SIN 339940 (located at www.gsa.gov/mascategoryrequirements) in order to certify their understanding of the requirements under this SIN.

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SINs 339940, 339940OS4 339940OVER, and 339940SVC, but it would have a separate, additional fee for walk in store program.

FOB Note: Clause 52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID only applies to heavyweight items 70lbs and above under this SIN.

SIN 339940OS4 OS4 Office Products and Supplies

339940OS4 Offerors may offer their entire commercial catalog, or may offer a select, limited line of office products. Office products include, but are not limited to items such as: pens, pencils, markers, xerographic paper, printer paper, fax paper, 3D printing filaments and resins, binders, tape, envelopes, shredders, helical-scan, longitudinally oriented video tapes, video cassettes, reel to reel audio tapes, blank endless loop audio cartridge tapes, magnetic tape audio recording cassette, computer tape, reel, cartridge, cassette, diskettes, disk packs, disk cartridges, anti-glare/anti-radiation screens (VDT), ergonomic workstations products, cleaning equipment and supplies (head cleaners, disk drive cleaners, monitor cleaners, toner wipes, mini-vacuums, etc.) optical disks, CD-ROMS, DVD-ROMS, flash drives, external hard drives, physical storage, security, protective and related ADP supplies, and toner cartridges. Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from customers. This may include prepaid shipping labels in the products packaging and/or rebates.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7510
Maximum Order : $250,000

NAICS

Number	Description	Business Size
322230	Stationery Product Manufacturing	750 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

Instructions:
******Best-in-Class (BIC) Designation******

A new offer must be submitted to be awarded SIN 339940OS4. All vendors must complete the Letter of Compliance for SINs 339940OS4 and 339940OVER. They also must comply with the Multiple Award Schedule (MAS) Rules For OS4 Offer and Modification Submittals (all documents are located at www.gsa.gov/mascategoryrequirements) in order to certify their understanding of the requirements under this SIN.

1. SIN 339940OS4 will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the technical go/no-go requirements detailed in the OS4 Mandatory Document.

2. Currently be able to provide point of sale discount for all contract orders.

3. Transactional Data Reporting under this SIN is mandatory.

4. A Contract Access Fee (CAF) of 1.25% will be applicable for SINs 339940OS4 and 339940OVER in addition to an Industrial Funding Fee (IFF) of 0.75%. The total fee of 2% will provide resources to:

.a. Perform a higher level of price analysis than other MAS SINs to further reduce pricing and price variability in order to provide documented savings as compared to other government acquisition vehicles.

.b. Provide detailed analysis of customer spend, savings, small business, and socioeconomic spend on these SINs. This includes custom reports as needed.

.c. If a contractor has SINs in addition to 339940OS4, they will need to report all sales in TDR but only remit 2% fee for the 339940OS4, .75% IFF for all others.

5. In addition to maintaining a current catalog on GSA Advantage! Throughout OS4's period of performance, contractor shall maintain catalog on vendor portal and FEDMALL.

6. If Contractor has its own website or portal, GSA OS4 contract items shall be easily distinguishable from non-contract (open-market) items on the website or portal so the government customer can easily identify which items are on the OS4 contract and which items are not on the OS4 contract.

7. The percentage of the recovered materials and post-consumer materials must also be shown on the Proposal Price List under the EPA CPG column.

8. OS4 Agency Commitment Letters and OS4 Commitment Comments can be found on the Acquisition Gateway. FSSI OS4 commitment letters lay out an agency's specific level of commitment to FSSI OS4 and help support government efforts to support the FSSI OS4 initiative. OS4 Mandatory Use/Policy Letters by Agency link is below:

   https://hallways.cap.gsa.gov/app/#/gateway/office-management/9382/updated-os-4-mandatory-use-policy-letters-by-agency

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SINs 339940, 339940OS4 339940OVER, and 339940SVC, but it would have a separate, additional fee for walk in store program.

FOB Note: Clause 52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID only applies to heavyweight items 70lbs and above under this SIN.

SIN 339940OVER OS4 Overseas Office Products and Supplies

339940OVER Offerors may offer their entire commercial catalog, or may offer a select, limited line of office products. Office products include, but are not limited to items such as: pens, pencils, markers, xerographic paper, printer paper, fax paper, 3D printing filaments and resins, binders, tape, envelopes, shredders, helical-scan, longitudinally oriented video tapes, video cassettes, reel to reel audio tapes, blank endless loop audio cartridge tapes, magnetic tape audio recording cassette, computer tape, reel, cartridge, cassette, diskettes, disk packs, disk cartridges, anti-glare/anti-radiation screens (VDT), ergonomic workstations products, cleaning equipment and supplies (head cleaners, disk drive cleaners, monitor cleaners, toner wipes, mini-vacuums, etc.) optical disks, CD-ROMS, DVD-ROMS, flash drives, external hard drives, physical storage, security, protective and related ADP supplies, and toner cartridges. Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from customers. This may include prepaid shipping labels in the products packaging and/or rebates.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7510
Maximum Order : $250,000

NAICS

Number	Description	Business Size
322230	Stationery Product Manufacturing	750 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

Instructions:

******Best-in-Class (BIC) Designation******

A new offer must be submitted to be awarded SIN 339940OVER. All vendors must complete the Letter of Compliance for SINs 339940OS4 and 339940OVER. They also must comply with the Multiple Award Schedule (MAS) Rules For OS4 Offer and Modification Submittals (all documents are located at www.gsa.gov/mascategoryrequirements) in order to certify their understanding of the requirements under this SIN.

1. SIN 339940OS4 will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the technical go/no-go requirements detailed in the OS4 Mandatory Document.

2. Currently be able to provide point of sale discount for all contract orders.

3. Transactional Data Reporting under this SIN is mandatory.

4. A Contract Access Fee (CAF) of 1.25% will be applicable for SINs 339940OS4 and 339940OVER in addition to an Industrial Funding Fee (IFF) of 0.75%. The total fee of 2% will provide resources to:

a. Perform a higher level of price analysis than other MAS SINs to further reduce pricing and price variability in order to provide documented savings as compared to other government acquisition vehicles.

b. Provide detailed analysis of customer spend, savings, small business, and socioeconomic spend on these SINs. This includes custom reports as needed.

c. If a contractor has SINs in addition to 339940OS4, they will need to report all sales in TDR but only remit 2% fee for the 339940OS4, .75% IFF for all others.

5. In addition to maintaining a current catalog on GSA Advantage! Throughout OS4's period of performance, contractor shall maintain catalog on vendor portal and FEDMALL.

6. If Contractor has its own website or portal, GSA OS4 contract items shall be easily distinguishable from non-contract (open-market) items on the website or portal so the government customer can easily identify which items are on the OS4 contract and which items are not on the OS4 contract.

7. The percentage of the recovered materials and post-consumer materials must also be shown on the Proposal Price List under the EPA CPG column.

8. OS4 Agency Commitment Letters and OS4 Commitment Comments can be found on the Acquisition Gateway. FSSI OS4 commitment letters lay out an agency's specific level of commitment to FSSI OS4 and help support government efforts to support the FSSI OS4 initiative. OS4 Mandatory Use/Policy Letters by Agency link is below:

https://hallways.cap.gsa.gov/app/#/gateway/office-management/9382/updated-os-4-mandatory-use-policy-letters-by-agency

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SINs 339940, 339940OS4 339940OVER, and 339940SVC, but it would have a separate, additional fee for walk in store program.

FOB Note: Clause 52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID only applies to heavyweight items 70lbs and above under this SIN.

SIN 339940SVC Office Supply Support Services

339940SVC This SIN includes all commercially available services related to the support of office products. Services include, but are not limited to: on-site stores, walk-in stores, customizing and imprinting services. Items located in stores under SIN 339940SVC Office Supply Support Services must also be on 339940 Office Products or 339940OS4 Office Products and Supplies, and/or 339940OVER OS4 Overseas Office Products and Supplies.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 7510
Maximum Order : $250,000

NAICS

Number	Description	Business Size
322230	Stationery Product Manufacturing	750 employees
339940	Office Supplies (except Paper) Manufacturing	750 employees

Instructions:
All vendors must complete the Letter of Compliance for SIN 339940 (located at www.gsa.gov/mascategoryrequirements) in order to certify their understanding of the requirements under this SIN.

NOTE: An offeror may propose a service fee at the Blanket Purchase Agreement (BPA), Task Order (TO), or Delivery Order (DO) level, if necessary, for walk in stores on military bases, or other federal facilities, as a separate line item fee. The actual fee would be negotiated at the BPA, TO, or DO level as the Ordering Agency Contracting Officer (CO) is closer to the actual requirement. It is also within the discretion of the OCO to determine if any fee at all would be allowable. This would allow the total BPA, TO, or DO price to be higher than the MAS price for the item because of the additional services of running a store for the walk in store program. NOTE - for the contract item itself the individual line item price will remain the same or lower than the awarded MAS price under SINs 339940, 339940OS4 339940OVER, and 339940SVC, but it would have a separate, additional fee for walk in store program.

FOB Note: Clause 52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID only applies to heavyweight items 70lbs and above under this SIN.

A10. Printing and Photographic Equipment Subcategory

Instructions:
Note that the Letter of Supply must be from the Original Equipment Manufacturer (OEM)

SECTION I - LEASING OF GENERAL PURPOSE COMMERCIAL PRODUCTS:

1. STATEMENT OF GOVERNMENT INTENT

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in the specific Special Item Number (SIN) description. The lease commencement is the date of acceptance as defined by FAR Subpart 12.4

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. ORDERING PROCEDURES

(a) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the

procurement.

(b) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendors:

(i) Which product(s) is (are) required.

(ii) The required delivery date.

(iii) The proposed term of the lease.

(iv) Where the equipment will be located.

(v) Description of the intended use of the equipment.

(c) The contractor will respond with:

(i) Whether the contractor can provide the required equipment.

(ii) The monthly payment based on the rate and the initial and residual values of the equipment.

(iii) The estimated cost, if any, of applicable State or local taxes.

(iv) A confirmation of the availability of the equipment on the required delivery date.

(v) Extent of warranty coverage, if any, of the leased products.

(vi) Cite the cost of any mandatory maintenance as applicable.

(vii) The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).

(d) The ordering agency and contractor shall agree upon a termination ceiling charge which is established in accordance with the appropriate formula in Section 13. Early Termination Charges.

(e) The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.

3. ORDERS AND PERIOD OF LEASING ARRANGEMENTS

(a) Lease Options: At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.

(i) Lease to Ownership Plan (LTOP) (Lease/Purchase)

(ii) Lease with Option to Own (Operating Lease)

(b) Annual Year Funding. When using annually appropriated funds when placing an order for leasing, the following applies:

(i) Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.

(ii) All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are

instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply, (See Section 13, Early Termination).

(c) Multi-Year Funding Within contract Period: Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

(d) In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

(e) Assignment of Claims: In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

(f) Government Rights under Lease: The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.

4. MAINTENANCE AND INSTALLATION

(a) Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.

(b) When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

(a) Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.

(b) To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Examples: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

or

The Contractor's most favored finance rate factor as agreed to during contract negotiations.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

(c) The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one#time lump

sum payment.

6. EXPIRATION OF LEASE TERM:

(a) Upon the expiration of the Lease Term, the Ordering Agency will:

(i) Upon 30 day written notice, return the Equipment to the Contractor or -

(ii) Purchase the equipment at the fair market value of the equipment or;

(iii) Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. ADDITIONS

For the purpose of this solicitation the definition of an addition is defined as follows:

Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

(a) The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.

For example:

Lease to ownership

Price of the modification - $1,000

Months remaining on the equipment lease - 19

Current contract lease factor at the time of the modification - 045 for 24 month lease, the term closest to remainder of lease.

Interest equivalent (i) for lease factor is 0.625% per month
[rate(N,-pmt,Price)/rate(24,-0.045,1)]

Modification Payment $55.98 [PMT(i,N,P)/PMT(.625%,19,1000)]

(b) The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:

(i) can be removed without causing material damage to the equipment;

(ii) do not reduce the value of the equipment; and

(iii) re obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.

(c) Any other additions may not be installed without the contractor's prior written consent.

At the end of the lease term, the Government shall remove any additions which:

(i) were not leased from the contractor, and

(ii) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

(d) Any additions, which are not removable, will become the contractor's property (lien free).

(e) Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.

(f) Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. WARRANTY

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.

10. EQUIPMENT PERFORMANCE

(a) The equipment supplied must be in operational or repairable condition throughout the term of the lease.

(i) Operational condition means the equipment is performing as intended, all accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.

(ii) Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.

(b) After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.

(c) Maintenance and Support:

Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same products.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the products within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for products identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the products within four (4) working hours. Products designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of products on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of products and to avoid extended delays for repair or replacement of products.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of

Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of products. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives. Contractor shall notify ordering activities of any changes to authorized repair and maintenance representatives.

11. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. STATE AND LOCAL TAXES (52.229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by reference.

13. EARLY TERMINATION CHARGES

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) *Termination for Ordering Activity's Convenience.*

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term. The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Formula 1: FOR Lease To Own (LTOP)

Termination Fee = pmt(i,n,P) *n - sum of PMT - FMV

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.

"PMT" = Actual Monthly Payment paid on order to termination

"i" = Monthly Interest Rate applicable to the order

"n" = number of months from order to termination

"pmt" = Monthly payment corrected to actual lease term"

"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases

Termination Fee = PV (i, n,-PMT)

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

14. TERMINATION FOR NON-APPROPRIATION

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered under the Lease to Own, Operating Lease, and all other equipment will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. LEASE EXTENSIONS

Extension of the present lease term is not permitted. Future requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. LEASE EXPIRATIONS –LEASE TO OWN

17. LEASE EXPIRATIONS –OPERATING LEASE AND ALL OTHER EQUIPMENT

Extension of the present lease term is not permitted. Future requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18 RETURN OF EQUIPMENT

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

SECTION II - TERMS AND CONDITIONS APPLICABLE TO DAILY/SHORT TERM RENTAL OF GENERAL PURPOSE COMMERCIAL PRODUCTS:

1. STATEMENT

a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would rent a car for a day or a week and lease it for one or more years, the intent of this Schedule pricelist is to provide for the rental of products accordance to agency need. If the Agency's requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Leasing or Purchase and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, to ascertain whether equipment should be acquired by purchase, lease or rental.

2. RENTAL ARRANGEMENTS

a. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The products shall remain in the possession of the Government until the expiration of the rental agreement. Any assignment, sale, bankruptcy or other transfer of the rented products by the Contractor will not relieve the Contractor of its obligations to the government and will not change the Government's duties or increase the burdens or risks imposed on the Government.

b. GSAR 552.232-23 *Assignment of Claims* is incorporated herein by reference as of this pricelist.

3. ORDERING PROCEDURE

a. When a Government ordering office wishes to place a rental order through this Schedule, the following information will be provided to the vendor:

(1) The required products,

(2) The required delivery date,

(3) The term of the rental order, and

(4) The location and intended use of the products.

b. The vendor will respond with whether the products can be provided on the required delivery date.

4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The Government may obtain installation from the Contractor or from other sources, including Government performed installation and/or maintenance.

5. RENTAL PAYMENTS

a. Rental payments are as stated in this pricelist.

b. If the sum of the payments exceeds _[*TBD at Task Order lev*el]_% of the stated initial value of the rented products, then ownership of the rented property transfers to the renting agency.

NOTE: Offeror is to insert a proposed percentage.

6. ORDER END OPTION

At the end of the order rental term, the government will return the products to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the Government elects to extend the rental order.

7. UPGRADES AND ADDITIONS

a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the products ("additions") provided that such additions:

(1) can be removed without causing material damage to the products;

(2) do not reduce the value of the products; and

(3) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.

b Any other additions may not be installed without the Contractor's prior written consent. At the end of the rental term, the Government shall remove any additions which:

(1) were not rented from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use or value of the equipment and restore the product to its original configuration.

c. Any Additions which are not so removable will become the Contractor's property (lien Free).

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the products during periods of transportation, installation and during the entire time the product is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the product during relocation unless the Contractor shall undertake such relocation.

9. TITLE

The rented property shall always remain the property of the Contractor. The Government shall have no right or interest in the products except as provided in this rental schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Products rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (1) Termination for the Government's convenience.

12. RETURN OF PRODUCTS

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

Subcategory Level Regulations:

Regulation Number	Regulation Title/Comments
I-FSS-624	OFFICE COPIER UTILIZATION GUIDELINES (MAY 2000)

SIN 325992 Micro-photographic Film, Paper, Chemical Preparation and Equipment

325992 Includes micro-photographic film and paper, chemical preparation, and equipment, such as microfilm copy paper, finishing and editing equipment, quality control equipment, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6750
Maximum Order : $250,000

NAICS

Number	Description	Business Size
325992	Photographic Film, Paper, Plate and Chemical Manufacturing	1500 employees

Instructions:
NOTE: The film includes (silver halide used to process permanent records, computer output microfilm for COM units, duplicating film - for direct/indirect silver duplicators), dry silver film and paper (including aperture cards that have dry silver film in the opening), standard size microfilm copy prints paper. Chemical Preparations include (e.g., developers, fixers, and specialties for reader-printer paper and a host of accessories, attachments and consumable supplies (e.g., leaders, trailers, splice, tab). The Related Equipment includes (e.g., microphotographic duplicating and developing equipment - used in the duplication of Diazo, Thermal and Silver Gelatin Microfilms), Black and White Negatives or Color Wet-Processing Equipment, Microfilm Finishing and Editing Equipment - includes microfilm finishing and editing equipment including (e.g., microfilm cutters, trimmers notchers, and splicers, jacket/aperture, card loaders and filler (e.g., mounters and inserters, magazine and cartridge loaders, manual motorized, table model station) and Microphotographic Inspection and Quality Control Equipment (used for cleaning equipment, test kits, rewinds, test targets). Includes directly related accessories and attachments (e.g., MicroFilm Reel, Cartridges/Magazines and Aperture Cards (without film).

SIN Level Regulations:

Regulation Number	Regulation Title/Comments
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (ALTERNATE I - NOV 2011)

SIN 333244 Post Copying/Finishing Equipment and Supplies

333244 Includes all equipment and supplies necessary for post-copy, such as paper folding, paper gathering, inserting, collating and finishing, paper cutting, and all other related equipment.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
333244	Printing Machinery and Equipment Manufacturing	750 employees

SIN 333249 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3611
Maximum Order : $750,000

NAICS

Number	Description	Business Size
333249	Other Industrial Machinery Manufacturing	500 employees

Instructions:
NOTE: Includes additive manufacturing (AM) products and services providing components of a total solution. All 3D printing machines capable of producing functional objects/parts from commercially available AM processes to include polymers, metals, carbon fiber and etc. that range from desktop to production level machines are included. All required commercially available AM consumable materials are included. All AM service providers, integrators and professional labor categories offering a customer defined requirements solution (i.e., Prototyping, Part/Object Production, Research & Development, Simulation, Analysis, Performance/Testing, Qualification/Certification, Supply Chain Assessment, Life Cycle Management, Training, Repair) are within the scope of this SIN. All equipment and services to perform 3D scanning (metrology) practices involving contact and non-contact operations are included. All manufacturing processes, equipment and services for AM and subtractive to include digital manufacturing, innovation and expeditionary manufacturing solutions for both mobile and stationary units are included. All post process machining/ancillary equipment and accessories required for part/object/solid model manufacturing are included. Software components such as computer aided design (CAD), product data manager (PDM), simulation, finite element analysis (FEA) and visualization solutions are included. All ancillary technology, equipment, materials, accessories and processes related to the function, production, training and sustainment efforts are within the scope. All aforementioned products and services can be offered individually or as part of the greater AM total solution

SIN 333316C Copiers and Digital Duplicating Equipment

333316C Includes analog, engineering, and multifunctional digital copiers with single-color and/or full-color imaging in both desktop and console configurations.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
333316	Photographic and Photocopying Equipment Manufacturing	1000 employees

SIN 333316CPC Cost-per-Copy Plan for Copiers (to include Analog, Digital, Multifunctional and Engineer Copiers)

333316CPC Includes cost-per-copy plans for copiers.

The contractor provides the required copier equipment, including all accessories, attachments, copy-control devices and systems, consumable supplies (except copying paper and transparency films), and full-service maintenance, including repair parts.

NOTE: Customer decides required copier capabilities and pays a fixed monthly fee based on the guaranteed minimum number of copies per month. For copies over the guaranteed minimum, the customer pays an additional fee for each copy made.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
333316	Photographic and Photocopying Equipment Manufacturing	1000 employees

SIN 333316F Flat Rate Monthly Fee for Copiers (to include Analog, Digital, Multifunctional and Engineer Copiers)

333316F Includes flat-rate monthly-fee plans for copiers.

The customer identifies the approximate number of copies required per month (i.e., monthly volume level) and the required functional capability of the copier equipment. The customer pays a flat-rate monthly fee, regardless of the number of copies made each month.

The contractor provides the required copier equipment, accessories, and full maintenance services.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
333316	Photographic and Photocopying Equipment Manufacturing	1000 employees

SIN 333316M Multi-Media Readers, Reader-Printers and Systems

333316M Includes a wide range of readers and reader-printers, such as electronic reader scanner systems, aperture cards, and all other related equipment.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
333316	Photographic and Photocopying Equipment Manufacturing	1000 employees

SIN 333316OS Overseas Copiers and Supplies

333316OS Includes overseas purchase of copiers and all other directly related requirements.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
333316	Photographic and Photocopying Equipment Manufacturing	1000 employees

SIN 333316P Photographic Supplies

333316P Includes cameras, accessories, photographic support, etc.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 6720
Maximum Order : $250,000

NAICS

Number	Description	Business Size
333316	Photographic and Photocopying Equipment Manufacturing	1000 employees

SIN 532420C Copier Rental Solutions

532420C Includes rental plans for all copier equipment.

The rental rate includes full-maintenance service (repairs, adjustments, replacements) by authorized service technicians, at no additional cost to the customer. Rental rates do not usually include the cost of consumable supplies.

NOTE: Copiers rented under this SIN with speeds under 100 copies per minute must meet the energy efficiency requirements set forth in ENERGY STAR specifications.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $350,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	$35 million

SIN 532420LC Operating Lease Plan For Copiers

532420LC Includes operating lease plans that apply to copiers only, which allow federal agencies to lease equipment for a monthly rate over a period of time, with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset remains with the lessor.

NOTE: Consumable suppliers and maintenance services will be billed as separate, additional charges.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W074
Maximum Order : $350,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	$35 million

SIN 532420LT LTOP & Operating Lease Plan for all Non-Copier Office Machinery

532420LT Includes both lease-to-own plans (LTOP) and operating lease plans applicable to all other products under this Schedule, with the exception of copiers.

This includes laboratory imaging systems, mailroom equipment, typewriters, darkroom equipment and supplies, etc.

NOTE: Operating lease plans allow federal agencies to lease the equipment for a monthly rate over a period of time, with NO intent to purchase the equipment at the end of the lease agreement period.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W074
Maximum Order : $350,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	$35 million

SIN 532420LTOP Lease to Ownership Plans (LTOP) Copier

532420LTOP Includes lease to ownership plans (LTOPs), which are intended for federal agencies who want to lease all types of copiers to ultimately secure ownership. When the lease period ends and all charges are paid, the leased equipment and its titles are immediately transferred from the contractor to the federal customer.

NOTE: The lease rate does not include the cost of maintenance or consumable supplies.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : W074
Maximum Order : $350,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	$35 million

SIN 541611MPS Managed Print Services

541611MPS Includes equipment and services required to manage imaging output (e.g. printing, scanning, copying, and fax devices) in a system that monitors and reports equipment status, needs and usage trends on regular basis.

Services may include the creation of a business plan solution that incorporates recommendations for each existing piece of equipment (including removal, retirement, recycling, and disposal).

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : 3610
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size

541611	Administrative Management and General Management Consulting Services	$16.5 million

A11. Records Management Subcategory

Instructions:
Under this subcategory, contractors are permitted to quote the appropriate combination of records management products, services and ancillary items from any other Office Management Category SIN in order to provide a total solution; however, the terms and conditions of the SIN under which the items are awarded must be applied.

SIN 493110RM Physical Records Management Services

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R616
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
493110	General Warehousing and Storage	$30 million

Instructions:
NOTE:

Provides the comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of physical records. The vendor provides professional management and administrative support personnel having the necessary skills to perform effective records management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The vendor provides those services necessary to meet the following record management objectives using Government equipment and facilities. The records management objectives are to (1) maintain the facility in a manner that permits the easy location, retrieval, and storage of records; and (2) maintain a process that permits the capture, access, maintenance, control, storage, disposition, and transfer of physical records. Includes any ancillary supplies and/or services necessary to provide a total physical records management solution.

NOTE: Ordering Agencies are responsible for ensuring that vendors comply with all NARA regulations for physical records management.

Purpose:

Records Management Solutions (RMS) provide federal agencies with technical support and solutions regarding file management and file storage, managing records including files and documents, and using state-of-the-art records and information management solutions. It enables ordering agencies to track, access, and retrieve documents and/or information in a timely manner throughout the entire lifecycle of the record. Ordering agencies will be able to dispose of records in accordance with approved schedules as well.

Scope of Work:

Physical records management solutions are divided into two sections: (a) File Organization and Maintenance Services and (b) Storage Services. The vendor is responsible for providing personnel, materials, software, equipment, and as applicable, facilities to perform all work requirements as specified in an ordering agency's task order. RMS includes managing records at all stages of the lifecycle. Certifications of software applications are required. Disposal of all documents shall be accomplished through Document Destruction Services.

File Organization and Maintenance Services - File Organization and Maintenance Services provides intellectual and physical support enabling Government control of documents or information. It includes the organization of documents and/or information by placing it into a simplified filing system in accordance with an ordering agency's needs to improve their existing work environment. It includes gathering documents and data to be scanned and indexed into a digitized format. However, an ordering agency may require simply updating to an existing file system, maintenance of documents, or organizing existing documents or information into a storage media for shipping.

Storage Services - Storage Services provides for preparation, pick up, storage, and retrieval of records. Federal agencies must certify to NARA that a Commercial Records Storage Facility or an agency's own records center meets the 36 CFR 1234 standards. Commercial Records Center and an agency records center are defined in 36 CFR 1220.18.

Security:
Background check

All vendor personnel with access to Federal records will be required to sign non-disclosure agreements. Some agencies may require vendor personnel obtain a security clearance before receiving access to records. Security clearances, when required on individual orders, will be obtained at the vendor's expense. Because of the nature and sensitivity of the records that will be handled by the vendor, care must be given to safeguarding records regardless of where the records are held or stored. Confidentiality of records must be maintained at all times.

Specific Tasks:
Records Retrieval:

A. The vendor must retrieve requested records and deliver those records to the agency requestor within a timeframe established by the individual task order. The agency may request records orally or in writing.

B. The vendor must provide emergency reference services (retrieval services outside business hours) if required by an ordering agency, 24 hours each day, every day of the year. Emergency services are defined as services provided outside the normal operation hours of the vendor's facility. After notification, the required response time will be a maximum of 2 hours, unless otherwise specified in the task order. Any shipment under emergency services will be handled direct delivery within 8 hours, unless otherwise specified in the task order. The vendor must provide emergency service phone numbers for all storage sites to the ordering agency's contracting officer within 30 days after award of the contract, unless otherwise specified in the task

Transferring of Records:

Transferring is the processing of records coming into the facility. The vendor must be able to transfer and store physical records in a variety of containers. Agencies may have records in various media/formats, such as audiovisual (e.g., photographs, posters, sound recordings) or x-rays. The vendor must have the capability to manage and store all potential media/formats. The Government may ship records to the vendor, or the vendor may pick up records from governmental sites (as outlined in the Pick-up Services section). The vendor will be responsible for maintaining the arrangement of each transfer and verifying that the contents match the accompanying documentation.

General guidelines for transferring records are outlined below:

A: To safeguard the records and the information they contain, the records must be packaged in sturdy, approved containers. Commonly used containers include boxes with flaps, tubes with end caps, and map boxes with covers. The containers must be securely sealed with packing tape.

B: Shipping methods include but are not limited to services provided by the United States Postal Service, express delivery services, or freight carriers.

Inventory Services:

The vendor may be asked to assist the agency by inventorying agency records. The inventories will require the gathering of data, including listings of individual folders or the numerical or alphabetical span of folders in each box. The inventories must be prepared according to the schedule established by the Contracting Officer's Representative (COR) for that agency. If travel is required, the vendor will be reimbursed in accordance with the Joint Travel Regulations.

Pick up Services:

A: Within 50 Miles: Within a timeframe as established by the individual task order of notification by the

Government, the vendor must pick up records that have been prepared for transfer from Governmental agencies storage facilities.

B: Outside of 50 Miles: The vendor may use the GSA Government Bill of Lading (GBL) program to move records from sites more than 50 miles from the corporation site. The vendor will coordinate these moves unless otherwise directed by the ordering agency.

Disposition Services:

Disposition is the process of destroying temporary records or transferring permanent records to NARA once they have met their retention period outlined in their NARA approved records schedule. When records have reached the end of their lifecycle, the vendor shall manage the disposition process. This includes notifying the records custodians of the ordering agency that records are eligible for disposal or transfer and implementing, managing, and removing court ordered or agency directed disposition holds placed on Federal records.

The vendor shall transfer permanent records to NARA in accordance with the requirements outlined in regulations defined in 36 CFR, Chapter XII, Subpart 1235.

Tracking:

Vendor must possess an Automated Records Management tracking system. At a minimum this tracking system should have the capability of reading bar code labels, providing online access to the vendor's tracking system, and allowing customers to place reference requests electronically. The vendor shall maintain system capability with the requesting agency (agency will provide technical specifications at the task order level).

Other General Requirements:

Quality Assurance:

The vendor must possess a facility capable of storing records in accordance with NARA requirements including 36 CFR 1234. Approval of the records storage facility shall be performed by the Government via the NARA document review.

The Government reserves the right to inspect the vendor's facility at any time to ensure standards are maintained throughout the contract period. From time to time, the Government (as represented by either the contracting agency or NARA itself) may conduct a site visit.

The vendor shall have a quality control/quality assurance plan that meets the Government's requirements. The vendor shall maintain records throughout the contract period concerning the results of its inspections and monitoring procedures. The Contracting Officer or designee shall provide copies of these records to the Government upon request.

These records shall be made available to the Government when conducting a site visit of the record storage facility. NARA will review and make recommendations concerning the facility as needed. The reports and related documentation shall be part of the information used and revised on periodic site inspections. The system must have the capability of verifying the accuracy of the documents being retrieved (i.e. whether the correct document is being handled).

The vendor must provide reference room facilities in each records storage facility that maintain a normal office environment as defined by the agency. Only personnel authorized by the agency which owns the records will be granted access to that agency's records in the vendor-operated reference rooms.

Reports Preparation:

The vendor must provide monthly reports to the agency including but not limited to reports on holdings, transfers, disposals, records eligible for disposal, shipment of records, reference, refiles, and photocopying.

User's Manuals:

The vendor will prepare a User's Manual at no additional cost to the Government that will describe the detailed procedures to be used by the Government in conducting the accessioning, referencing, filing, and disposal activities described above. The manual will also include an organizational chart providing the point of contact in each vendor facility as well as a single point of contact for nationwide coordination. The Manual will also detail the various reports that are available for Government uses.

Personnel Requirements:

The vendor shall provide skilled personnel that may include the supervisory, management, and administrative

services necessary to successfully meet the Government's requirements for Records Management Services per the ordering agency's task order. All vendor employees assigned to this contract who create, work with, or otherwise handle records are required to take agency-provided records management training. The Vendor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Technical Advisory Services:

On an as needed basis, the vendor will provide technical advisory services addressing records management issues relating to the entire lifecycle of records. Services that may be required include, file maintenance, forms design, and automated applications. All vendor personnel shall have met the applicable requirements defined in the previous Security section of this document. Personnel are required to display vendor identification during pick-up and delivery. All personnel responsible for transporting federal records must have a valid driver's license.

NOTE: Under this SIN, contractors are permitted to quote the appropriate combination of physical records management products, services and ancillary items from any other category under MAS in order to provide a total solution; however, the terms and conditions of the SIN under which the items are awarded must be applied. For example, a contractor could quote under SIN 493110RM with physical records management services along with some electronic records management services from SIN 518210ERM, document conversion services from SIN 518210DC and document destruction services from SIN 561990. The contractors awarded terms and conditions from SINs 518210ERM, 518210DC, and 561990 must be applied to the total solution quoted under SIN 493110RM. Note that sales in the amount of the total order should be reported and IFF remitted through SIN 493110RM.

SIN 518210ERM Electronic Records Management Solutions

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R617
Maximum Order : $1,000,000

NAICS

Number	Description	Business Size
518210	Data Processing, Hosting, and Related Services	$35 million

Instructions:
NOTE: Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

NOTE: Ordering Agencies are responsible for ensuring that vendors comply with all NARA regulations for electronic records management. All vendors must complete the Electronic Records Management (ERM) Vendor Capability Certification (located at www.gsa.gov/mascategoryrequirements) in order to certify their specific ERM capabilities.

Purpose:

Records management services provide various federal agencies technical support and solutions, i.e., file

management and file storage, for managing records including files and documents by using state of the art records and information management solutions. This will enable ordering agencies to track, access, and retrieve documents and/or information in a timely manner throughout the entire lifecycle of the record. Ordering agencies will be able to dispose of records in accordance with approved schedules as well.

Scope of Work:

The vendor is responsible for providing personnel, materials, software, equipment, and as applicable, facilities to perform all work requirements as indicated in an ordering agency's task order. Records management services include the management of records at all stages of the lifecycle. Disposal of all documents shall be accomplished through Document Destruction Services.

Electronic Records Management Services - Electronic Records Management Services include but are not limited to helping agencies ensure records are reliable, authentic, have integrity, remain usable, and include the necessary content, context and structure. Records management also includes the ability to maintain records securely, manage access and retrieval, preserve records for as long as necessary and execute disposition.

File Organization and Maintenance Services - File Organization and Maintenance Services provides intellectual and physical support to enable the Government control of documents or information. It includes the organization of sophisticated documents and/or information placing it into a simplified filing system in accordance with an ordering agency's needs to improve their existing work environment. Generally, it includes gathering documents and data to be scanned and indexed into a digitized format. However, an ordering agency may simply require updating to an existing file system, maintenance of documents, or organizing existing documents or information into a storage media for shipping.

Verification:

Electronic records management systems or solutions must meet the applicable requirements as presented in the Universal Electronic Records Management (ERM) Requirements attachment to the solicitation. NARA created the Universal ERM Requirements to, (1) provide standards for agencies and existing Lines of Business to manage their electronic records; (2) help vendors determine capabilities for their ERM tools; and (3) help agencies identify the best tools to procure for their needs. For more information about the ERM Requirements contact NARA via PRMD@NARA.Gov. Note that these requirements will be periodically updated by NARA and will be incorporated into the MAS solicitation through a refresh and corresponding Mass Modification.

Security:
Background check

All vendor personnel with access to Federal records will be required to sign non-disclosure agreements. Some agencies may require vendor personnel obtain a security clearance before receiving access to records. Security clearances, when required on individual orders, will be obtained at the vendor's expense. Because of the nature and sensitivity of the records that will be handled by the vendor, care must be given to safeguarding records regardless of where the records are held or stored. Confidentiality of records must be maintained at all times. Records containing Controlled Unclassified Information must be safeguarded in accordance with 32 CFR 2002.20 standards.

Lifecycle Electronic Records Management:

Vendor is responsible for meeting and satisfying applicable requirements for managing electronic records throughout their lifecycle as defined in the ERM Requirements Collection and in this section. The broad categories of the electronic records management requirements are defined as follows:

Capture - Refers to the idea of placing an object under records management control for disposition and access purposes. Objects are not necessarily moved from the system they reside in when they are captured.

Maintain & Use - The process of managing records through their most active stage. This includes ensuring records are migrated and transformed as systems change, so the records remain usable.

Disposal - The period when records have met their retention period and no longer have business value to the organization. Records that meet these conditions are destroyed in accordance with their records retention schedule using methods such as those outlined in NIST Special Publication 800-88.

Transfer - Records that are identified as having historical value are permanent records. These permanent records are kept by the agency for a period of time specified by their records retention schedule; the records are then legally transferred to NARA for permanent storage.

Metadata - Identifiers that describes the context, content, and structure of the records. Examples include author, document type, date, record category, file size, etc.

Reporting - Generating reports to allow for further analysis and to demonstrate effective controls and compliance. Reports may include search results, records eligible for disposition, audit logs, and other customized or ad hoc reports.

Disposition:

Disposition is the process of destroying temporary records or transferring permanent records to NARA once they have met their retention period outlined in their NARA approved records schedule. When records have reached the end of their lifecycle, the vendor shall manage the disposition process. This includes notifying the records custodians of the ordering agency that records are eligible for disposal or transfer and implementing, managing, and removing court ordered or agency directed disposition holds placed on Federal records.

The vendor shall transfer permanent records to NARA in accordance with the requirements outlined in regulations defined in 36 CFR, Chapter XII, Subpart 1235.

Other General Requirements:

Storage:

Vendor's facilities used for the storage of electronic records on media, which are not part of operational IT systems, must meet the requirements and regulations defined in 36 CFR, Chapter XII, Subpart 1236.28.

Quality Assurance:

The Vendor shall have a quality control/quality assurance plan that meets the Government's requirements. The Vendor shall maintain records throughout the contract period concerning the results of its inspections and monitoring procedures and the Contracting Officer or designee shall provide copies of these to the Government upon request. These records shall also be made available to the Government when conducting an audit. NARA will review and make recommendations concerning the report as needed. The reports and related documentation shall be part of the information used and revised on periodic audits.

The Vendor must maintain up-to-date documentation about any electronic records management system or solutions that is adequate to: 1) Specify all technical characteristics necessary for reading and processing the records contained in the system; 2) Identify all inputs and outputs; 3) Define the contents of the files and records; 4) Determine restrictions on access and use; 5) Understand the purpose(s) and function(s) of the system; 6) Describe update cycles or conditions and rules for adding, changing, or deleting information in the system; and 7) Ensure the timely, authorized disposition of the records.

Personnel Requirements:

The vendor shall provide skilled personnel that may include the supervisory, management, and administrative services necessary to successfully meet the Government's requirements for Records Management Services per the ordering agency's task order. All Vendor employees assigned to this contract who create, work with, or otherwise handle records are required to take [Agency]-provided records management training. The Vendor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Technical Advisory Services:

On an as needed basis, the vendor will provide technical advisory services addressing records management issues relating to the entire lifecycle of records. Services that may be required include, file maintenance, forms design, and automated applications. All vendor personnel shall have met the applicable requirements defined in the previous Security section of this document.

NOTE: Under this SIN, contractors are permitted to quote the appropriate combination of electronic records management products, services and ancillary items from any other category under MAS in order to provide a total solution; however, the terms and conditions of the SIN under which the items are awarded must be applied. For example, a contractor could quote under SIN 518210ERM with electronic records management services along with some physical records management services from SIN 493110RM, document conversion services from SIN 518210DC and document destruction services from SIN 561990. The contractors awarded terms and conditions from SINs 493110RM, 518210DC, and 561990 must be applied to the total solution quoted under SIN 518210ERM. Note that sales in the amount of the total order should be reported and IFF remitted through SIN 518210ERM.

Full Text Regulations:

Begin Regulation

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

Begin Regulation

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)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) 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.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of 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(c)(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 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, 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 in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded 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

552.246-71 SOURCE INSPECTION BY GOVERNMENT (JUN 2009)

(a) Inspection by Government personnel.

(1) Supplies to be furnished under this contract will be inspected at source by the Government before shipment from the manufacturing plant or other facility designated by the Contractor, unless the Contractor is otherwise notified in writing by the Contracting Officer or a designated representative. Notwithstanding the foregoing, the Government may perform any or all tests contained in the contract specifications at a Government facility without prior written notice by the Contracting Officer before release of the supplies for shipment. Samples sent to a Government testing facility will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located. The Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until after inspection by the Government is completed and shipment is authorized by the Government..

(b) Inspection and receiving reports. For each shipment, the Contractor shall be responsible for preparation and distribution of inspection documents as follows:

(1) DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent for deliveries to military agencies; or

(2) GSA Form 308, Notice of Inspection for deliveries to GSA or other civilian agencies. When required, the Contractor will be furnished a supply of GSA Form 308 and/or DD Form 250, and complete instructions for their preparation and distribution.

(c) Inspection facilities.

(1) The inspection system required to be maintained by the Contractor in accordance with FAR 52.246-2, Inspection of Supplies—Fixed Price, may be the Contractor's own facilities or any other facilities acceptable to the Government. These facilities shall be utilized to perform all inspections and tests of materials and components before incorporation into end articles, and for the inspection of such end articles before shipment. The Government reserves the right to evaluate the acceptability and effectiveness of the Contractor's inspection system before award and periodically during the contract period

(2) Offerors are required to specify, in the spaces provided elsewhere in the solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies..

(3) The Contractor shall deliver the items specified in this contract from a plant or warehouse located within the United States (including Puerto Rico and the U.S. Virgin Islands) that is equipped to perform all inspections and tests required by this contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests

(d) Availability of records.

(1) In addition to any other requirement of this contract, the Contractor shall maintain records showing the following information for each order received under the contract:

(i) Order number;

(ii) Date order received by the Contractor;

(iii) Quantity ordered;

(iv) Date scheduled into production;

(v) Batch or lot number, if applicable;

(vi) Date inspected and/or tested;

(vii) Date available for shipment;

(viii) Date shipped or date service completed; and

(ix) National Stock Number (NSN), or if none is provided in the contract, the applicable item number or other contractual identification.

(2) These records should be maintained at the point of source inspection and shall be available to the Contracting Officer, or an authorized representative, for

(i) 3 years after final payment; or

(ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first.

(e) Additional cost for inspection and testing. The Contractor will be charged for any additional cost for inspecting/testing or reinspection/ retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies--Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of $ownerInsert1 per man-hour or fraction thereof if the inspection is at a GSA distribution center; $ownerInsert2 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and $ownerInsert3 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.

(f) Responsibility for rejected supplies. When the Contractor fails to remove or provide instructions for the removal of rejected supplies under FAR 52.246-2(h) 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 the remedies provided in FAR 52.246-2, supplies may be--

(1) Stored for the Contractor's account;

(2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or

(3) 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.

*The rates to be inserted are established by the Commissioner of the Federal Acquisition Service or a designee.

Begin Regulation

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

Begin Regulation

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

Begin Regulation

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the

contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

Begin Regulation

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

Begin Regulation

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

Begin Regulation

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause,

including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee’s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees’ requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706

and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

Begin Regulation

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

Begin Regulation

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

Begin Regulation

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (JUN 2011)

(a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.

(b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:

(1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The transactional fee represents a set fee per transaction. This fee is set at the discretion of GSA, who has the unilateral right to change the fee at any time. The transactional fee covers an additional level of service that is provided by GSA to the Contractor.

(d) All other terms of clause 552.238-74 Industrial Funding Fee and Sales Reporting apply.

Begin Regulation

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

Begin Regulation

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)

(a) Definitions.

"Electronic office equipment accessibility” means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

Begin Regulation

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

Begin Regulation

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD

- PLACING OF ORDERS (MAY 2019)

In accordance with Clause 552.238-113, Scope of Contract (Eligible Ordering Activities), 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 or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 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

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 *$vendorInsert1* does *$vendorInsert2* 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

52.223-11 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

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(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 business practice. The Government requires the Contractor's normal 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 [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

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

Items or group of items (special item no. or 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

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(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

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(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 ordering agencies under a Blanket Purchase Agreement.

Begin Regulation

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, 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

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the

spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) 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.

Begin Regulation

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(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 price list.

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

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

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

Begin Regulation

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

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

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (MAY 2019)

(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 in this section, 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.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

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

Begin Regulation

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

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

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

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

(c) General.

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

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

(d) *Agreement.*

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

Begin Regulation

52.223-13 ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)

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

Imaging equipment means the following products:

(1) *Copier* — A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator* — A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)* — A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition

is intended to cover products that are marketed as fax machines.

(4) *Mailing machine* — A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)* — A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from singlesheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer* — A commercially available imaging product that serves as a hardcopy output device and is capable of receiving information from single-user or networked computers, or other input devices (*e.g.*, digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner* — A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

52.225-1 BUY AMERICAN SUPPLIES (JAN 2021)

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

Commercially available off-the-shelf (COTS) item-

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

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means-

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both—

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of “cost of components”.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Certificate.”

Begin Regulation

52.225-2 BUY AMERICAN CERTIFICATE (FEB 2021)

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(3) The terms “domestic end product,” “end product,” and “foreign end product” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign 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.

Begin Regulation

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Begin Regulation

52.223-14 ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)

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

Television or TV means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (*e.g.*, computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

52.223-16 ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (*e.g.*, notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394–2008TM, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

Begin Regulation

I-FSS-624 OFFICE COPIER UTILIZATION GUIDELINES (MAY 2000)

Ordering offices using this Federal Supply Schedule should select the appropriate and most economical copier equipment and/or plans for the application intended. The selection process should include a review of the functional and financial advantage of all available copying processes. FAR 7.4, Equipment Lease or Purchase, provides guidance in determining whether equipment should be acquired by lease or purchase; (FAR 8.404 provides ordering procedures applicable to Federal Supply Schedules.

Pursuant to a recommendation of the General Accounting Office and in order to assist ordering offices in this evaluation, office copying machine contractors are requested to include in their authorized pricelists specific factual and objective information concerning the productivity and supply use associated with each copier. Such information should relate to the price of equipment and/or plans, price of supplies, rates of consumption, machine production rate, etc., and may include price-per-copy computations. The information furnished should be predicated upon equipment and supplies at prices awarded on the schedule contract. Supply costs should be based on the use of supplies offered by the Contractor for the specific model. Contractors should state all assumptions and the basis for their calculations.

The principal value of the information requested will be to expedite the selection of the appropriate and most economical equipment and/or plan. This will largely depend upon the clarity and reliability of the information furnished. The Contractor should state that all calculations are his own and that he is solely responsible for their accuracy.