Solicitation Document

Title : **Professional Engineering Services**

Solicitation Number : **TFTP-MC-990871-B**

Refresh Number : **24**

Created on August 3, 2015

COVER PAGE

GSA is moving to one Professional Services Schedule (PSS).

New offers for GSA Schedules 520 (FABS), 541 (AIMS), 738II (Language), 871 (PES), 874 (MOBIS), 874V (Logistics), and 899 (Environmental) are no longer being solicited or accepted. As of this refresh, offers must be submitted under the Solicitation Number FCO00CORP0000C for the Consolidated (00CORP) Schedule.

The FCO00CORP0000C solicitation can be accessed from www.fbo.gov.

Additional information:

Professional Services Schedule

As one of several professional services category initiatives, GSAs Federal Acquisition Service (FAS) will be working to improve its professional services Schedule offerings. A first step in this initiative will be to consolidate Multiple Award Schedule (MAS) services offerings. Below is information about why FAS believes this is necessary and the next steps FAS will be taking.

Currently, there are over 4,400 professional services contracts across eight (8) Schedules. The scope of the various Schedules frequently overlaps, which has caused confusion about which MAS is the best fit for a federal agencys requirements and acquisition objectives. Service acquisitions are increasingly complex and demand a total solution that may involve several different Schedule offerings. Using multiple Schedules to acquire a total solution further complicates the procurement process, and often discourages Contracting Officers from using Schedules.

Multiple MAS contracts for services have also presented challenges for GSAs industry partners, with many managing multiple MAS contracts. Currently, there are approximately 527 contractors who hold more than one professional service Schedule contract. Their contracts are negotiated independently, managed independently, and audited independently, costing both contractors and GSA scarce contract administration resources.

In an environment of declining budgets and increasing demands on the acquisition workforce, improvements must be made to GSAs professional services Schedules. By having fewer Schedules, or optimally one professional services Schedule, GSA can achieve:
Improved contract usability: agencies can obtain and contractors can provide total service solutions through one contract vehicle;
Increased program efficiency by managing fewer contracts and solicitations;
Reduced administrative costs to industry by reducing the number of contracts they manage; and,
Elimination of the need to submit separate offers for professional services as firms would have the ability to submit a modification request instead and this equates to a substantial decrease in time required to add new services.
The shortcut to the GSA.gov PSS page is www.gsa.gov/psschedule.

The GSA Multiple Award Schedule (MAS) program has experienced a significant increase in new offers over the past several years. Due to the large number of new offers currently in process, it may take up to 12 months or longer before your offer is evaluated. Historically, GSA's practice was to evaluate offers in the order in which they were received. GSA now processes offers in the manner that is determined to be most effective, considering strategic or tactical priorities, customer requirements, available personnel resources, complexity and/or quality of the offers received, and other factors of relevance to the MAS program.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: http://eoffer.gsa.gov.

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. TFTP-MC-990871-B Refresh 24

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP Not applicable PART Not applicable SECTION Not applicable

COMMODITY: Not applicable

FSC CLASS(ES)/PRODUCT CODE(S): Not applicable

(b) **STANDARD INDUSTRY GROUP**: 871

SERVICE: Professional Engineering Services

SERVICE CODE(S): R425

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

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

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

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

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

Number	Title	Clause/Provision

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

Number	Title	Clause/Provision
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause

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

Number	Title	Clause/Provision
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (APR 2015)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (ALTERNATE I -- MAY 2014) (DEVIATION I -- FEB 2007)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (DEVIATION I -- FEB 2007)	Clause
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (APR 2015) (ALTERNATE II -- APR 2015)	Clause

The added SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in $

The deleted SINS in new refresh are listed below

SIN #	SIN Title	Total Sales in $

Begin Regulation

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

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

GENERAL SERVICES ADMINISTRATION

Address: E-Mail Address: PES@gsa.gov

or

Phone 1-800-488-3111.

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

Begin Regulation

SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERORS (MAR 2015)

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

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

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

(d) If the Offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or the expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.

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

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

Solicitation provisions and their applicability are detailed below:

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

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

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

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

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

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

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

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

(1) Pathway to Success completion verification

(2) Active System for Award Management (SAM) registration verification

(3) Small Business Subcontracting Plan (if applicable)

(4) Commercial Sales Practices (CSP) disclosure

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

(1) Readiness Assessment for Prospective Offerors

(2) Financial Statements

(3) Previous Multiple Award Schedules (MAS) Program cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts

(4) Agent Authorization Letter (if applicable)

(5) Technical Proposal

(6) Price Proposal Template

(7) Supporting Pricing Documentation

(8) Price Narrative

(9) Commercial Price List or Market Rate Sheet (if applicable)

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

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

(j) All Offerors must comply with the following:

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

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

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

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

(iv) The Offeror must provide the following, as applicable:

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

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

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

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

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

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

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

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

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

(v) The Offeror must provide financial statements for the previous two-year period (audited, if available). At a minimum, each financial statement must consist of a balance

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

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

Note: GSA’s subcontracting goals can be found at the following website: http://www.sba.gov/content/smallbusinessgoaling

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

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

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

The Offeror must address the three technical proposal factors below.

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

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

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

(C) Brief history of the Offeror’s activities contributing to the development of expertise and capabilities related to this requirement

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

(E) A description of the resources presently in-house or the ability to acquire the

type and kinds of personnel/products proposed

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

(G) A discussion regarding the intended use of subcontractors

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

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

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

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

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

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

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

(B) Identification of individuals responsible for ensuring quality control

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

(D) How potential problem areas and solutions are handled

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

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

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

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

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

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

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

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

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

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

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

OR

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

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

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

(k) Raising the Bar

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

(1) **AbilityOne Program Products**

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

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

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

(2) **Manufacturer Part Number and Universal Product Code Data**

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

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

The Offeror must maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance.

The Offeror must also demonstrate understanding of orders bound for an international endpoint delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

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

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

(5) **Fair and Reasonable Pricing**

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

Begin Regulation

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

(a) Read the entire solicitation document prior to preparation of an offer.

(b) The Offeror must comply with the instructions outlined in SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERS (MAR 2014).

(c) The proposal instructions in SCP-FSS-002 are common to all solicitations that include services (except Schedule 70). Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and “Critical Information” for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.

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

(1) Section I Administrative/Contract Data –

(i) Complete the Summary of Offer document.

(2) Section II Technical Proposal

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

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

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

Each project description must also address the following elements:

1) Detailed description of SIN-relevant work performed and results achieved

2) Methodology, tools, and/or processes utilized in performing the work

3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.

4) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays

5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN

6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

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

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

(1) Customer/client name

(2) Project name/contract number

(3) Customer point of contact for project

(4) Point of contact phone number and email

(5) Project performance period (include months/years)

(6) Dollar value of the entire project

(7) Dollar value received for the work performed relevant to the SIN offered

(8) Brief summary of the project as a whole (background, purpose, etc.)

(9) A copy of the Statement of Work for the project

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

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

(3) Section III Price Proposal:

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

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

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

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

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

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

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

rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The Offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct cost analysis to determine that offered prices are fair and reasonable.

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

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

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

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

Note: Regulation SCP-FSS-002
NOTE: Offerors are encouraged to use the optional document "Proposal Template" which contains templates entitled, Administrative Proposal, Technical Proposal, and Price Proposal in preparing the offer. These templates are not mandatory to use, but contain the major mandatory elements required in the proposal instructions outlined in provisions SCP-FSS-001 and SCP-FSS-002 above. Offerors must ensure that any required attachments referenced in the templates are uploaded into GSA eOffer.

Begin Regulation

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

(a) Read the entire solicitation document prior to preparation of an offer.

(b) The Offeror must comply with the instructions outlined in SCP-FSS-001 INSTRUCTIONS APPLICABLE TO ALL OFFERS (MAR 2014).

(c) The proposal instructions in SCP-FSS-003 are common to all solicitations that include products (except Schedule 70). Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and “Critical Information” for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.

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

(1) Section I Administrative/Contract Data

(i) Complete the Summary of Offer document.

(ii) All proposed products must comply with the Trade Agreements Act (TAA). It is the responsibility of the Offeror to determine TAA compliance. When an item consists of components from various countries and the components are assembled in an additional country, the test to determine country of origin is "substantial transformation" (reference FAR 25.001(c)(2)). Offerors can go to The Office of Regulations and Rulings within U.S. Customs and Border Protection (CBP), which is the Federal agency responsible for making substantial transformation determinations, reference 19 CFR 177.23. CBP's determinations or opinions are based upon tariff laws. The Offeror may also request an opinion from a third-party expert or make the determination itself. The Internet address for CBP is: http://www.cbp.gov/. . The Offeror should keep this requirement in mind when completing the TAA certification section of its SAM registration. When evaluating offers, the contracting officer will rely solely on the representations and certifications of the Offeror and will not make substantial transformation determinations.

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

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

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

Begin Regulation

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

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

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Part I - GOODS & SERVICES

Scope of Schedule 871, Professional Engineering Services (PES)

Overview:

Under the GSA Schedules Program (also referred to as Multiple Award Schedules and Federal Supply Schedules), GSA establishes long-term government-wide contracts with commercial firms to provide access to over four million commercial services and products. These can be ordered directly from GSA Schedule contractors or through the GSA Advantage! On-line shopping and ordering system.

Purpose:

The purpose of this Professional Engineering Services (PES) Solicitation is to provide an efficient, streamlined, and cost effective contracting vehicle for all authorized users to obtain professional engineering services from qualified, experienced, and professional contractor(s) under a Multiple Awards Federal Acquisition Schedule.

Scope of Services:

The contractor shall provide professional engineering services that are commercial in nature, to authorized users of any resultant contract. Based on the terms and conditions of the resultant contract, the contractor may provide professional engineering services domestically or worldwide basis as specified by the terms of their resultant contract. The contractor shall provide and assure effective performance of professional engineering services in accordance with the requirements of any resultant contract.

Note 1: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

Note 2: Architect-Engineering (A/E) Services as that term is defined in FAR 36.601-4 are excluded from the Schedules Program. If the agencys statement of work, substantially or to a dominant extent, specifies performance or approval by a registered licensed architect or engineer for services related to real property, the Brooks Architect-Engineers Act applies and such services must be procured in accordance with FAR Part 36. Use of this schedule for Brooks Act architectural or engineering services is not authorized.

The following non-inclusive list represents a sampling of the types of engineering tasks contemplated:
Acquisition and life cycle management
Analysis of program goals, mission, objectives, performance
Assessment Support
Computer Aided Design (CAD)
Computer Aided Engineering (CAE)
Computer Aided Management (CAM)
Concept development
D&D (decontamination and decommissioning)
Demonstration and Validation
Design/Specifications of engineering nature not associated with real property
Documentation and Information Dissemination
Economic/Business case analysis
Economic impact evaluations
Education/training
Environmental control for electrical units (e.g., cooling units)
Forensic engineering
Independent Verification and Validation (IV&V)
Information services (studies, impact statements, program development, project documentation, data collection, data analysis/evaluation, etc.)

Instrumentation
Integration
Investigative Engineering Service
Life Cycle Costing
Logistics
Long-term Reliability and Maintainability
Migration Strategy
National Academy of Sciences studies
Operations Research (Non R&D)
Plan, organize, establish, implement, manage, maintain, upgrade and control of technical systems
Privatization
Program and Project management
Prototype development and first article(s) production
Radar/Sonar
Regulatory compliance support
Reliability and Maintainability Analysis
Reverse engineering
Signal processing
Simulation and modeling
Source data development (forward engineering hardware and software systems)
Source data validation (existing hardware and software systems)

Contractor Team Arrangements:

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

SERVICES NOT INCLUDED:

The following services are not being solicited under solicitation TFTP-MC-990871-B:

1. Production and Manufacturing: Mass production or manufacturing of standardized products on production or assembly lines is not being solicited. The manufacture, fabrication, installation or production for the purpose of developing working models or prototypes that may be used for further testing, analysis and evaluation before full scale production begins IS allowed under the PES schedule. The number of prototypes or working models to be produced is dependent upon the ordering activities requirement for testing and analysis. However, the predominate amount of the work on PES task orders should be performed by professional labor categories.

2. Computer Engineering and Information Technology is not being solicited. Offerors interested in providing computer/software engineering and information technology services are directed to contact GSAs Group 70 Schedule for Information Technology for additional information at (703) 605-2700.

3. Environmental Advisory Services as listed below are not being solicited:
Environmental Planning Services & Documentation (i.e., environmental impact statements; endangered species, wetlands, watersheds and other natural resource management plans, studies and consultations; archeological, historic and other cultural resources management plans, studies, and consultations; economic, technical, and risk analyses in support of environmental needs)
Environmental compliance services (i.e., environmental compliance audits; compliance management planning; pollution prevention surveys; Environmental/occupational training services specific to environmental planning and environmental
compliance as discussed above (i.e., conventional course development and presentation; customized courses to meet specific needs; computer-based interactive course development)
Waste management services (i.e., data collection, data development, analyses of comments, regulatory and economic analyses, feasibility analyses, hazard assessments, exposure assessments, and risk analyses.

Examples include, but are not limited to development of waste characterization studies and recommendations for management strategy including identification of recycling options. Assessments might include studies

relating to collection and transfer of waste, source reduction, and evaluation of energy/fuel options. Services could include data collection, data development, analyses of comments, regulatory and economic analyses, feasibility analyses, hazard assessments, exposure assessments and risk analyses. Hazardous materials management advisory services (i.e., furnishing of Material Safety Data Sheets (MDSD) by compact disc, on-line via Internet, mail or facsimile (FAX); reporting and compliance software,
hazardous materials tracking software and other related software/services. Telephone advisory services (i.e., telephone assistance with hazardous material spills, poisons, MSDS, and other related services). Offerors interested in providing environmental advisory services are directed to contact GSA for additional information at 1-800-488-3111.

4. Foundations and Landscaping Engineering.
Offerors interested in providing foundations and landscaping
engineering are directed to contact GSAs PBS for additional information.

5. HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) SERVICES RELATED TO BUILDINGS, STRUCTURES, OR OTHER REAL PROPERTY SET FORTH FOR CONSTRUCTION AND ARCHITECT-ENGINEERING SERVICES GOVERNED BY FAR PART 36: Offerors interested in providing these types of services are directed to contact GSAs Public Buildings Service (PBS), at (202) 501-1100 or visit www.gsa.gov/pbs for additional information. Please note: HVAC services related to the manufacture, production, furnishing, construction, alteration, repair, processing or assembling of vessels, aircraft, or other kinds of personal property IS included and solicited within the scope of PES.

6. RESEARCH AND DEVELOPMENT AS SET FORTH IN FAR PART 35, which governs open-ended research with no specific deliverables, is not allowed under this schedule. However, research, analysis, and developmental work related to providing a solution to an engineering requirement is allowed under the PES schedule.

OVERSEAS DIFFERENTIAL PAY:

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

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

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

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

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

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

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

Section 508 Standards Applicable to this Effort:

The Section 508 standards in 36 CFR 1194 are incorporated into and made part of all task/delivery orders awarded under a GSA Schedule to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: http://www.section508.gov and http://www.access-board.gov/sec508/standards.htm.

Offerors providing EIT shall fully address all standards identified as applicable in each individual task/delivery order and are encouraged to maintain and provide a link to a designated area on their website that provides Section 508 and accessibility information for their EIT-related products and services. Compliance with the applicable Section 508 standards is a material requirement of this solicitation.

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

Services required under this SIN involve the definition and interpretation of high level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, program evaluations, analysis of program effectiveness, requirements analysis, organizational performance assessment, special studies and analysis, training, and consulting. Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man-made electronic interference. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: $411,611,032
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No

Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

871 2 --- Concept Development and Requirements Analysis

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

Sales: $200,855,253
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

871 3 --- System Design, Engineering and Integration

Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis, mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, e.g. CADD, design studies and analysis, design review services, shop drawing review services, submittal review services, conducting fire protection facility surveys, developing risk reduction strategies and recommendations to mitigate identified risk conditions, fire modeling, performance-based design reviews, high level detailed specification and scope preparation, configuration, management and document control, fabrication, assembly and simulation, modeling, training, and consulting. Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will

be computer simulated and a working model will be built for testing and design verification. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: $658,683,375
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

871 4 --- Test and Evaluation

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

Sales: $232,814,229
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

871 5 --- Integrated Logistics Support

Services required under this SIN involves the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their lifecycles, excluding those systems associated with real property. Typical associated tasks include, but are not limited to

ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, conducting research studies, long-term reliability and maintainability, training, and consulting. Example: The full range of life cycle logistics support for the navigation satellite will be identified and designed in this stage including training, operation and maintenance requirements, and replacement procedures. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

Sales: $156,140,291
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

871 6 --- Acquisition and Life Cycle Management

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

Sales: $825,911,453
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

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

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

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

The contractor performing construction management and engineering consulting services shall not perform the construction of real property, nor be a named party under the construction contract.

Project management services relating to a construction management or engineering consulting effort are authorized.

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

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

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

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

Sales: $81,160,203
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No

Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

871 8 --- Ancillary Supplies and/or Services

Ancillary supplies and/or services are for orders and blanket purchase agreements that complete work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule.

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

NOTE: Special Instructions: No award will be made under 871-8 unless the contractor is awarded another SIN under this Schedule. The supplies and/or services must be ancillary (incidental) to the primary services offered under this Schedule.

Sales: $0
Sales Period: Oct 1, 2013 to Sep 30, 2014
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : R425
Maximum Order : $1,000,000

NAICS

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

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)/STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE, AND SMALL BUSINESS SIZE STANDARD (BLOCK 10, STANDARD FORM 1449)

Due to the diversity of Professional Engineering services that may be provided under this Schedule, the following NAICS codes have been identified for purposes of a size determination at the Contract Level.

NAICS 541330/SIC 8711 Engineering Services = the small business size standard is $15 Million except as noted below:

For Military and Aerospace Equipment and Military Weapons = the small business size standard is $35.5 Million

For Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992 = the small business size standard is $35.5 Million

For Marine Engineering and Naval Architecture = the small business size standard is $35.5 Million

NAICS 541711/SIC 8731 Research and Development in Biotechnology = the small business size standard is 500 Employees.

NAICS 541712/SIC 8731 Research and Development in the Physical Engineering, and Life Sciences (except Biotechnology) = The small business size standard is 500 Employees except as noted below:

For Aircraft = the small business size standard is 1,500 Employees

For Aircraft Parts, and Auxiliary Equipment, and Aircraft Engines and Engine Parts = the small business size standard is 1,000 Employees

For Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts = The small business size standard is 1,000 Employees

NAICS 236220/Commercial and Institutional Building Construction (pt) = the small business size standard is $36.5 Million.

BUSINESS SIZE DETERMINATION
The NAICS that represents the preponderance of proposed estimated annual sales in your offer shall be designated as the single NAICS for the contract award, and thereby the size standard of the firm as it relates to the contract award.

See Summary of Offer Attachment, the NAICs code must be specified

Part II - CONTRACT TERMS AND CONDITIONS

Clause 52.252-2 incorporates two versions of clause 52.212-4:

52.212-4 (May 2014) (DEVIATION I FEB 2007) applies to fixed price orders.

52.212-4 (May 2014) (ALTERNATE I May 2014) (DEVIATION I FEB 2007) applies to Time-and-Materials or Labor Hour orders.

Begin Regulation

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

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

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

Begin Regulation

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)

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

Commercial and Government Entity (CAGE) code means —

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

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

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

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

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

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

Begin Regulation

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

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (JUL 2013)	Clause

52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (JUL 2013)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (APR 2015)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (ALTERNATE I – JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015) (ALTERNATE I -- MAR 2015)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)	Clause
52.223-13	ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014)	Clause
52.223-13	ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014) (ALTERNATE I – JUN 2014)	Clause
52.223-14	ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014)	Clause
52.223-14	ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014) (ALTERNATE I – JUN 2014)	Clause
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.223-16	ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)	Clause
52.223-16	ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014) (ALTERNATE I – JUN 2014)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (NOV 2013)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause

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

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)	Clause

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

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause,

the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

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

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

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

(C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(F) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

(O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.

(May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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

Begin Regulation

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

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

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

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

Begin Regulation

52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)

16.506(e) FSS A/L FC-94-2

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

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

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

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

Begin Regulation

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

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

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

Material (If none, insert "None")	**Identification No.**

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

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

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

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

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

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

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

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

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

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

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

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

Begin Regulation

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

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

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

Material (If none, insert None)	Identification No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Begin Regulation

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

(a) Definitions. As used in this clause—

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

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

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

(b) *General*.

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

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

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

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth

in the statement of work, or elsewhere in the contract.

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

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

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

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

(iv) All personnel have received--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) *Personnel data.*

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

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment*.

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

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

(l) *Evacuation.*

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

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

(m) *Personnel recovery*.

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

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

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

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

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

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

Begin Regulation

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL

BUSINESS SUBCONTRACTORS (DEC 2013)

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

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

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

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (DEVIATION I -- FEB 2007)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015) (ALTERNATE I -- MAY 2014) (DEVIATION I -- FEB 2007)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause

52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause

552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

Begin Regulation

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

(a) *Definitions.*

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

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

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

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

(b) *Rated Order Requirement.*

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

(c) *Additional information*.

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

Begin Regulation

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR’S NORMAL COMMERCIAL DELIVERY TIME
See Schedule of Items	To be determined at the task order level	_____
See Schedule of Items	To be determined at the task order level	_____
See Schedule of Items	To be determined at the task order level	_____

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

ITEM OR GROUP OF ITEMS	**Expedited Delivery Time**

(Special Item No. of nomenclature)	(Hours/Days ARO)
_____	_____
_____	_____
_____	_____

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

Begin Regulation

552.211-8 TIME OF DELIVERY (SEP 1999)

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

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

Begin Regulation

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

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

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

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

Yes 552.215-70 Examination of Records by GSA

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

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

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

Yes 552.228-70 Workers' Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

Yes 552.232-71 Adjusting Payments

Yes 552.232-72 Final Payment

Yes 552.232-73 Availability of Funds

Yes 552.232-78 Payment Information

Yes 552.237-71 Qualifications of Employees

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

Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

Yes 552.242-70 Status Report of Orders and Shipments

Yes 552.243-72 Modifications (Multiple Award Schedule)

Yes 552.246-73 Warranty—Multiple Award Schedule

No 552.246-76 Warranty of Pesticides

Begin Regulation

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

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

Number	Title	Clause/Provision
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)	Clause
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP	Clause

	1991)	
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

Begin Regulation

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

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

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

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

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

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

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

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

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 5 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

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

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

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

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

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

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

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

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this

contract, when the increase requested is not supported.

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

Begin Regulation

552.216-72 PLACEMENT OF ORDERS (AUG 2010)

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

Authorized Ordering Agencies

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

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

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

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

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

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

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

Telephone: (703) 605-9444

Begin Regulation

552.216-73 ORDERING INFORMATION (AUG 2010)

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

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

_____
_____
_____

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

_____
_____
_____

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

_____
_____
_____

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

YES NO

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

Begin Regulation

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)

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

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

Begin Regulation

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

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

Begin Regulation

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

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

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

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

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

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

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions.

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

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

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

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

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

State and local government entities, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing

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

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

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

(3) *Tribal government* means—

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

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

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

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

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

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

Begin Regulation

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

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

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract

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

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

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

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

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

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

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

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

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

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

Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

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

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

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

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

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the

agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

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

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

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

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

Product	Standard

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

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

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

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

Begin Regulation

C-FSS-425 WORKMANSHIP (OCT 1988)

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

Begin Regulation

C-FSS-427 ANSI STANDARDS (JUL 1991)

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

Begin Regulation

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

(a) *General Background*.

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

(b) *Orders*.

Orders placed using the FAR Part 51 deviation shall be:

(1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

(2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

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

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

governments.

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

Begin Regulation

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

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

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

Begin Regulation

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

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

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

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

Begin Regulation

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

Prices offered must cover delivery to destinations as provided below:

(a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)

(b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

(c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b),

above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

GEOGRAPHIC AREA(S)/COUNTRIES/ZONES

Begin Regulation

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Begin Regulation

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*® in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-546 GUARANTEE (APR 1984)

The Contractor guarantees the equipment furnished will be free from defects in material and workmanship for a period of not less than 1 year from date of delivery. All parts found defective within that period shall be replaced, with the cost of replacement, including shipping charges, to be borne by the Contractor. Under no circumstances will any equipment covered by this guarantee be returned without (a) advance written notice to the Contractor, or (b) obtaining shipping instructions from the Contractor.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!* ® (OCT 2014)

(a) The Contractor must participate in the GSA *Advantage!* ® online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN’s).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN’s).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) http://www.ccr.gov/, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at http://www.ccr.gov/ or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.itl.nist.gov/lab/csl-pubs.htm. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

(1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!* ®

(1) GSA *Advantage!* ® will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA *Advantage!* ® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*® may be accessed via the GSA Home Page. The INTERNET address is: http://www.gsa.gov, or http://www.fss.gsa.gov.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (OCT 2013)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known GSA *Advantage!*®, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!* ® for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!* ® can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period.
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this

information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal

Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the:

GSA, Federal Supply Service
National Customer Service Center (QC0CC)
Bldg. #4, 1500 E. Bannister Road
Kansas City, MO 64131-3009
Telephone: 1(800) 488-3111

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

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

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

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

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

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

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

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

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

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed five percent (5%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

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

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

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

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Part III - VENDOR INSTRUCTIONS

Begin Regulation

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

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

Commercial and Government Entity (CAGE) code means —

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

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

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter ‘‘CAGE’’ before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via —

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau*. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

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

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

Begin Regulation

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

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

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ‘‘has’’ in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a ‘‘doing business as’’ name)

Is the immediate owner owned or controlled by another entity?: _____ Yes or _____ No.

(d) If the Offeror indicates ‘‘yes’’ in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

_____

Highest-level owner legal name:

_____ (Do not use a ‘‘doing business as’’ name)

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have _____ have not _____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax

court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such

as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means —

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror _____ has _____ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in System for Award Management database via https://www.acquisition.gov (see 52.204-7).

Begin Regulation

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING

DATA (OCT 2010) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.*]*

Pricing information as described in 552.212-70 and SCP-FSS-002.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price with Econmic Price Adjustment, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

Begin Regulation

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror _____ does _____ does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute —

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

Begin Regulation

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

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

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
Management Services Center, Pre-Award Branch, 400 15th Street SW (AQSA), Auburn, WA 98001-6599. NOTE: Protests of task orders shall be filed directly with the ordering agency at the address designated by the ordering agency Contracting Officer.

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

Begin Regulation

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

Number	Title	Clause/Provision
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (DEC 2014)	Provision
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)	Provision
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (MAR 2012)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

Begin Regulation

552.216-74 TASK–ORDER AND DELIVERY–ORDER OMBUDSMAN (AUG 2010)

GSA has designated a Task–Order and Delivery–Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or

delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task–Order and Delivery–Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

The GSA Ombudsman is the Director, Office of Acquisition Integrity located at:

General Services Administration (GSA),
Office of Governmentwide Policy (OGP),
Office of Acquisition Policy (MV),
Acquisition Integrity Division (MVA),
1800 F Street, NW., Room 4014,
Washington, D.C. 20405,
Telephone: (202) 219-3454,
Fax: (202) 219–3615,
Email: joseph.neurauter@gsa.gov.

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

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

Begin Regulation

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

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

PAYMENT ADDRESS

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

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

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)

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

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

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

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

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

Begin Regulation

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

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 270 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988)

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: None.

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

(a) “The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.”

(b) “GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.”

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 871 are listed below

SIN #	SIN Title	Total Sales in $
871 1	Strategic Planning for Technology Programs/Activities	$411,611,032
871 2	Concept Development and Requirements Analysis	$200,855,253
871 3	System Design, Engineering and Integration	$658,683,375
871 4	Test and Evaluation	$232,814,229
871 5	Integrated Logistics Support	$156,140,291
871 6	Acquisition and Life Cycle Management	$825,911,453
871 7	Construction Management and Engineering Consulting Services Related to Real Property -	$81,160,203
871 8	Ancillary Supplies and/or Services	$0

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Note: Regulation K-FSS-1
Your company's authorized negotiators' names and email addresses must be entered exactly as they appear on the negotiators' digital certificates (e.g., no periods after middle initials).

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the request for final proposal revision.

Begin Regulation

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (OCT 2014) FSS A/L FC-98-4

(a) *Definition.*

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more

economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.238-81, Modifications (Federal Supply Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

Begin Regulation

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Begin Regulation

CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008)

(a) The Government will consider award for a responsible Offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I Administrative/Contract Data: Section I Administrative/Contract Data will be evaluated for its successful completion of all requirements outlined in the Instructions to Offerors in Part II of the Solicitation Document. The firm must be determined financially responsible based on the financial information provided.

(2) Section II Technical Proposal:

(i) Section II Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable (Go/No Go) based on the four technical evaluation factors described in the Specific Proposal Submission Instructions to Offerors in the Cover Page of the Solicitation document. Award will be made on a SIN-by-SIN basis. A rating of “unacceptable” under any evaluation factor will result in an “unacceptable” rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii) Factor One – *Corporate Experience*: Failure to provide the information as described in the Specific Proposal Submission Instructions for Factor One will result in an “unacceptable” rating for that SIN. The Offeror shall have demonstrated that the firm can successfully perform, administer and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. They must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii) Factor Two – *Relevant Project Experience*: The Offeror must submit the information described in Factor Two of the Specific Proposal Submission Instructions located on the Cover Page of the solicitation, and must also demonstrate the successful completion of

orders which are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(iv) Factor Three – *Past Performance*: Failure to provide information as described in Factor Three of the Specific Proposal Submission Instructions may result in an "unacceptable" rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the Contracting Officer in determining the past performance rating of the Offeror. The Government reserves the right to consider any other pertinent information which comes to the attention of the Government regarding the Offeror's past performance. The Government will consider the Offeror's performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those Offerors demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(v) Factor Four – *Quality Control Plan*: Failure to provide the required information as described in Factor Four of the Specific Proposal Submission Instructions to Offerors may result in an "unacceptable" rating for the Technical Proposal.

(vi) Offerors are on notice that proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III Price Proposal:

(i) Section III Price Proposal will be evaluated for its successful completion of all requirements outlined in the Specific Proposal Submission Instructions in the Cover Page of the solicitation document. In order for the Section III Pricing proposal to be rated acceptable, the Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(ii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not "equal to or lower than" the MFC, an acceptable justification must be provided.

Note: The Government reserves the right to award without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service —

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"*Highest-level owner*" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

"*Manufactured end product*" means any end product in product and service codes (PSCs) 1000–9999, except —

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"*Place of manufacture*" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"*Restricted business operations*" — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"*Sensitive technology*" —

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically —

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"*Service-disabled veteran-owned small business concern*" —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe

disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"*Small disadvantaged business concern*", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned —

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it _____ is, _____ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision*.] The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under*

the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:*_____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it _____ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(10) [*Complete only if the solicitation contains the clause at FAR* 52.219-23*, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR* 52.219-25*, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either —

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) _____ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that —

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that —

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American — Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225–3, Buy American — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those

listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American —Free Trade Agreements — Israeli Trade Act":

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American — Free Trade Agreements — Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ''Trade Agreements''.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statue. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C.§ 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under*

this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503*(b).*]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) Certification. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

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

(2) _____ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards*. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

X (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that —

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

X (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (*26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number* (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that —

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State

at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ''has'' in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
_____

Immediate owner legal name:
_____ (Do not use a ''*doing business as*'' name)

Is the immediate owner owned or controlled by another entity:
_____ Yes or _____ No.

(3) If the Offeror indicates ''yes'' in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:
_____

Highest-level owner legal name:
_____ (Do not use a ''*doing business as*'' name)