Includes Amendment 1-8

Solicitation No. FCIS-JB-980001B - Refresh #~~43~~

FEDERAL SUPPLY SCHEDULE FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES FSC GROUP 70

NOTE 1: THIS IS **REFRESH NUMBER ~~34~~** OF SOLICITATION NUMBER FCIS-JB-980001B. IT IS STILL THE SAME SOLICITATION.

NOTE 2: HARDCOPY RESPONSES TO THIS ELECTRONICALLY AVAILIABLE SOLICITATION, AT A MINIMUM, MUST BE IN A FONT NO SMALLER THAN 10 CPI (characters per inch). REFER TO PARAGRAPH E.4 FOR MORE INFORMATION.

NOTE 3: SALES AND MAINTENANCE SERVICE MUST BE PROVIDED TO, AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

CONTRACT PERIOD: Contracts awarded under this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN. THE OFFER SHOULD BE SUBMITTED, IN DUPLICATE, TO THE FOLLOWING ADDRESS:

GSA/FSS
IT ACQUISITION CENTER
SOLICITATION NO. FCIS-JB-980001B
ATTN.: BOOCO, ROOM 1017
1941 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

OFFERS MUST BE SIGNED IN BLOCK 30a OF THE STANDARD FORM 1449

Many of the provisions and clauses cited in this solicitation are incorporated by reference to the appropriate section of the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled IBR.DOC or they can be accessed at the following URLs:

FAR: http://www.arnet.gov/far
GSAM: http://www.arnet.gov/GSAM/gsam.html

Copies of FAR may be purchased from: Superintendent of Documents
Government Printing Office (GPO)
Washington, DC 20402

PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (GSAR 552.219-72) (SEP 1999)

(a) An offeror, other than a small business concern, submitting an offer that exceeds $500,000 ($1,000,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial products plan.

(b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, and women-owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial products plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) [SEE C.2]of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

(1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing the contract.

(2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.

(3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.

(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

(1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9. [SEE C.2]

(2) Consider previous goals and achievements of contractors in the same industry.

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns.

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

SIGNIFICANT CHANGES (CP-FSS-2) (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:

1. **SOLICITATION REFRESH.** This is a refresh of the originally issued solicitation. IT IS STILL THE SAME SOLICITATION. The only changes, unless otherwise indicated are updates to the provision and clauses from the original solicitation. All amendments have been incorporated into the refreshed solicitation.

2. **RECEIPT OF OFFERS/SCHEDULE CONTRACT PERIOD.** This standing solicitation will remain in effect until replaced by an updated solicitation. There will be no closing date for receipt of offers. Therefore, offers may be submitted for consideration at any time. There is no prescribed contract beginning and ending date. Contracts awarded under this Information Technology Solicitation will have variable contract periods; i.e., contracts will be in effect for an initial period of five years from the date of award, with a possibility to extend the contract for three optional five year periods. For a possible total contract period of 20 years. See A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION and I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN).

3. **SOLICITATION FORMAT/CONTENTS.** This solicitation has been prepared in accordance with FAR Part 12, Acquisition of Commercial Items, which implements Title VIII of the Federal Acquisition Streamlining Act (FASA) of 1994 (Public Law 103-355), the Clinger-Cohen Act of 1996 (Public Law 104-106), and the final rule, published as General Services Administration Acquisition Regulation (GSAR) Change 76, regarding commercial item acquisitions under the Multiple Award Schedules Program. The contract format and data requirements in this solicitation differ somewhat from previous solicitations. Offerors are strongly advised to carefully review the entire solicitation document.

4. **MANDATORY ACCEPTANCE OF GOVERNMENT PURCHASE CARD.** Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Contractors are encouraged to accept the Government purchase card for orders above the micro-purchase threshold. See GSAR 552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD, ALTERNATE I. [SEEC.17]

5. **GSA *Advantage!*.** The GSA Advantage!, an electronic information and ordering system does encompass all of the products and services under this schedule. Contractors are required to display product, service and pricing information on GSA Advantage!. [See C.31 and C.53].

6. **PAST PERFORMANCE.** In order to assist the Government in assessing an Offeror's past performance, each company responding to this solicitation will be required to have Dun & Bradstreet (D&B) c/o Open Ratings, a strategic partner with D&B, complete a Past Performance Evaluation Report on that firm. The request must be made prior to the submission of a proposal. Each Offeror must submit, with its proposal, a completed copy of the past performance evaluation form sent, by the Offeror, to Open Ratings. Any charges associated with the Past Performance Evaluation Report will be paid by the Offeror. See F.2 PAST PERFORMANCE and ATTACHMENT II - PAST PERFORMANCE EVALUATION REPORT BY OPEN RATINGS.

7. **ADDITION OF ATTACHMENTS.** To aid large businesses to draft a Small Subcontracting Business Plan, Attachment III Guideline for Small Subcontracting Business Plan has been updated to include Veteran-owned small business.

8. **RIGHTS IN DATA – GENERAL.** FAR clause 52.227-14 Rights in Data – General has been incorporated by reference in paragraph C.2 and Attachment I.

9. **SPECIAL ITEM NUMBER CHANGES.** The following Special Item Numbers (SIN) titles have been up dated to coincide with industry changes.

SPECIAL ITEM NUMBER	OLD TITLE	NEW TITLE
132-3	Leasing of Equipment	Leasing of Products
132-53	Telecommunication Transmission Services	Wireless Services

NOTICE: REQUESTS FOR EXPLANATION, INFORMATION AND SOLICITATION COPIES

(a) To reduce Government costs, this solicitation is available for downloading from the Internet. Please check the Federal Supply Service (FSS) Information Technology Home Page at http://pub.fss.gsa.gov/it. Additionally, one copy of the solicitation (diskette) will be provided, as requested. You may reproduce additional paper copies yourself, provided they are complete in every respect, or you may obtain them from the address specified in paragraph (c) below.

(b) Offerors are strongly urged to use two-sided copying of offers for submission to GSA.

(c) Solicitation copies, oral or written requests for explanation and/or information regarding this solicitation should be directed to:

GSA/FSS
IT Acquisition Center (FCI)
Crystal Mall #4, Room 1017
1941 Jefferson Davis Highway
Arlington, VA 22202
Telephone: (703) 305-3038
Facsimile: (703) 305-7006, -5588, or -5586

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS, OR WITHDRAWALS TO ABOVE ADDRESS. USE THE "ADDRESS OFFER TO" ADDRESS IN PARAGRAPH A.2 OF THIS SOLICITATION.

SECURITY EXAMINATION OF HAND-DELIVERED OFFERS (CP-FSS-20) (JAN 1998)

(a) Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. Any offer received at the address designated for receipt of offers after the date and time specified elsewhere in this solicitation for receipt of offers shall be processed in accordance with the late offers provision of this solicitation.

(b) For any hand delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel. To facilitate this security inspection, initial delivery to an alternate office shall be required prior to final delivery by the offeror to the address designated for receipt of offers. (CAUTION: Delivery to the security inspection point does not constitute timely delivery for receipt of offers.)

(c) The office providing security inspection is located at the following address:

GSA/FSS Building Security Office
X-Ray Screening Room
ATTN: IFB/RFP FCIS-JB-980001B
Crystal Mall #3, Loading Dock
1931 Jefferson Davis Highway
Arlington, VA 22202

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

THIS

PAGE

INTENTIONALLY

LEFT

BLANK.

Exemption 6

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to complete blocks 12, 17, 23, 24, & 30

PAGE 1 OF 138

2. CONTRACT NO.
GS-35F-

6. SOLICITATION ISSUE DATE
3/23/98
#34 – 12/31/98

7. FOR SOLICITATION INFORMATION CALL:

8. OFFER DUE DATE/TIME
NONE

9. ISSUED BY CODE

GSA/FSS/FCI

IT ACQUISITION CENTER
CRYSTAL MALL #4, ROOM 1017
1941 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

ADDRESS OFFERS TO: SEE PARAGRAPH A.2

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB X RFP ☐ RFP

15. DELIVER TO CODE

ORDERING AGENCY

16. ADMINISTERED BY CODE

SEE BLOCK 9

17a. CONTRACTOR/OFFEROR CODE FACILITY

18a. PAYMENT WILL BE MADE BY CODE

ORDERING AGENCY

DUNS No.:
TELEPHONE NO>

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

Exemption 6

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATE BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2(TWO) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☐ AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

Exemption 6

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.	OMB No.: 90[illegible] Expires: 09/30/98

ACKNOWLEDGEMENT OF AMENDMENTS

Amendment #1 issued June 17, 1998 has been incorporated herein.

Amendment #2 issued February 23, 1999 has been incorporated herein.

Amendment #3 issued August 2, 1999 has been incorporated herein.

Amendment #4 issued May 4, 2000 has been incorporated herein.

Amendment #5 issued May 7, 2000 has been incorporated herein.

Solicitation Refresh #1 issued June 14, 2000, incorporating regulatory updates and all previously issued amendments.

Solicitation Refresh #2 issued October 30, 2000.

Solicitation Refresh #3 issued August 1, 2001.

Solicitation Refresh #4 issued December 3, 2001.

TABLE OF CONTENTS

A.1 Information Collection Requirements (A-FSS-40) (Nov 1999) 7
A.2 Address Offers To: (Block 9, Standard Form 1449) 7
A.3 North American Industry Classification System (NAICS)(X-FCI-XXX) 7

B.1 Estimated Sales (B-FSS-96) (Jul 2001) 10
B.2 Products and Services Offered/Schedule of Items (Blocks 19 & 20, Standard Form 1449) 10

C.1 Contract Terms and Conditions – Commercial Items (FAR 52.212-4) (May 2001) (Tailored) 19
C.2 Clauses Incorporated By Reference (FAR 52.252-2) (Feb 1998) 22
C.3 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (GSAR 552.212-71) (Jul 2000) (FCI Deviation – Dec 1997) 23
C.4 Scope of Contract (I-FCI-102) (Mar 1998) 23
C.5 Guaranteed Minimum (I-FSS-106) (Oct 2000) 24
C.6 Ordering (FAR 52.216-18) (Deviation – Jan 1994) 24
C.7 Placement of Orders (GSAR 552.216-72) (Sep 1999) (Alternate II – Sep 1999) 24
C.8 Order Acknowledgement (G-FSS-907) (Apr 1984) 25
C.9 Blanket Purchase Agreements (I-FSS-646) (May 2000) 25
C.10 Order Limitations (FAR 52.216-19) (Oct 1995) (Variation I – Aug 1999) 26
C.11 Requirements Exceeding the Maximum Order (I-FSS-125) (Sep 1999) 26
C.12 Delivery Prices (F-FSS-202-G) (Jan 1994) 27
C.13 Commercial Delivery Schedule (Multiple Award Schedule) (GSAR 552.211-78) (Feb 1996) 28
C.14 Urgent Requirements (I-FSS-140-B) (Jan 1994) 29
C.15 Deliveries to the U.S. Postal Service (F-FSS-230) (Jan 1994) 29
C.16 Contractor's Billing Responsibilities (G-FSS-913) (May 2000) 29
C.17 Payment by Government Commercial Purchase Card (GSAR 552.232-77) (Mar 2000) (Alternate I – Mar 2000) 30
C.18 Imprest Funds (Petty Cash) (I-FSS-918) (May 2000) 30
C.19 Electronic Commerce-FACNET (I-FS-599) (Apr 1997) 31
C.20 ANSI Standards (C-FSS-427) (Jul 1991) 32
C.21 Assignment of Claims (GSAR 552.232-23) (Sep 1999) 33
C.22 Contractor's Report of Sales (GSAR 552.238-74) (Sep 1999) 33
C.23 Industrial Funding Fee (GSAR 552.238-76) (Sep 1999) 34
C.24 Option to Extend the Term of the Contract (Evergreen) (I-FSS-163) (Apr 2000) 34
C.25 Notice Regarding Option(s) (GSAR 552.217-71) (Nov 1992) 35
C.26 Examination of Records by GSA (Multiple Award Schedule) (GSAR 552.215-71) (Aug 1997) 35
C.27 Economic Price Adjustment – FSS Multiple Award Schedule Contracts (GSAR 552.216-70) (Sep 1999) (Alternate I – Sep 1999) (FCI Deviation) 35

TABLE OF CONTENTS – CONTINUED

C.28 Price Reductions (GSAR 552.238-75) (Sep 1999) 36
C.29 Modifications (Multiple Award Schedule) (GSAR 552.243-72) (Jul 2000) (FCI Deviation) 37
C.30 Submission and Distribution of Authorized FSS Schedule Pricelists (GSAR 552.238-71) (Sep 1999) (FCI Deviation) 39
C.31 Contract Price Lists (I-FCI-600) (Jun 2001) 40
C.32 Warranty – Multiple Award Schedule (GSAR 552.246-73) (Mar 2000) 41
C.33 RESERVED 42
C.34 Default (I-FSS-249-B) (May 2000) 42
C.35 Cancellation (GSAR 552.238-73) (Sep 1999) 42
C.36 Logistical Support Privileges (X-FCI-XXX) (Dec 1997) 42
C.37 Dissemination of Information by Contractor (I-FSS-680) (Apr 1984) 43
C.38 Service of Protest (FAR 52.233-2) (Aug 1996) 43
C.39 Protests Filed Directly with the General Services Administration (GSAR 552.233-70) (Mar 2000) 43
C.40 Indefinite Quantity (FAR 52.216-22) (Oct 1995) (Variation - Oct 1995) 46
C.41 Contractor Sales Criteria (I-FSS-639) (Jul 2000) 46
C.42 Invoice Payments (GSAR 552.232-74) (Sep 1999) 46
C.43 Central Contractor Registration (CCR) (I-FSS-598) (Oct 1999) 47
C.44 Vendor Managed Inventory (VMI) Program (MAS) (G-FSS-906) (Jan 1999) 47
C.45 Performance Incentives (I-FSS-60) (Apr 2000) 48
C.46 Clauses for Overseas Coverage (I-FCI-108) (May 2000) 48
C.47 Characteristics for Electric Current (C-FSS-412) (May 2000) 48
C.48 Transshipments (D-FSS-477) (Apr 1984) 48
C.49 Foreign Taxes and Duties (I-FSS-314) (Dec 1990) 49
C.50 Parts and Service (I-FSS-594) (Oct 1988) 49
C.51 Section 8(a) Award Multiple Award Schedule (I-FSS-91) (Oct 2000) 49
C.52 Contractor Team Arrangements (I-FSS-40) (Sep 2000) 50
C.53 GSA *Advantage!*™ (I-FSS-597) (SEP 2000) 50
C.54 Performance Reporting Requirements (I-FSS-50) (Feb 1995) 50

D.1 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (FAR 52.215-5) (May 2001) (Tailored) 51

TABLE OF CONTENTS – CONTINUED

E.1 Instructions to Offerors – Commercial Items (FAR 52.212-1) (Mar 2000) is incorporated herein by reference 53
E.2 Period for Acceptance of Offers (A-FSS-12-C) (Nov 1997) 53
E.3 Consideration of Offers under Standing Solicitation (A-FSS-11) (Dec 2000) 53
E.4 Submission of Offers – Additional Instructions (CI-FCI-2) (Mar 1996) 53
E.5 Preparation of Offer (Multiple Award Schedule) (GSAR 552.212-70) (Aug 1997) 54
E.6 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing Data (FAR 52.215-20) (Oct 1997) (Alternate IV – Oct 1997) (Variation I – Sep 1999) 55
E.7 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (FAR 52.215-20) (Oct 1997) (Alternate IV – Oct 1997) (Variation I – Sep 1999) 56
E.8 Identification of Energy-Efficient Office Equipment and Supplies Containing Recovered Materials or Other Environmental Attributes (GSAR 552.238-72) (Sep 1999) 56
E.9 Energy Efficient Computer Equipment (X-FCI-XXX) 57

F.1 Evaluation – Commercial Items (Multiple Award Schedule) (GSAR 552.212-73) (Aug 1997) 58
F.2 Past Performance (X-FCI-XXX) 58
F.3 Dealers and Suppliers (I-FSS-644) (Oct 1988) 58
F.4 Sales and Service Requirements (X-FCI-XXX) 58
F.5 Information Technology (IT) Professional Services – Past Performance/Responsibility Determination (X-FCI-XXX) 59
F.6 Goals for Subcontracting Plan (GSAR 552.219-73) (Sep 1999) (Alternate I – Sep 1999) 59
F.7 Preaward On-Site Equal Opportunity Compliance Review (FAR 52.222-24) (Feb 1999) 60

G.1 Offeror Representations and Certifications – Commercial Items (FAR 52.212-3) (May 2001) (Alternate III – Oct 2000) (Deviation) 61
G.2 Trade Agreements (FAR 52.225-5) (Apr 2000) 65
G.3 Section 8(a) Representation for the Multiple Award Schedule Program (K-FSS-9) (Sep 2000) 67
G.4 Commercial Sales Practices Format (CSP-1) 68
G.5 Authorized Negotiators (K-FSS-1) (Mar 1998) 70
G.6 Contact for Contract Administration (G-FCI-900-C) (Jun 2001) 71
G.7 Ordering Information (GSAR 552.216-73) (Sep 1999) (Alternate II – Sep 1999) 72
G.8 Contractor's Remittance (Payment) Address (G-FSS-914-A) (May 2000) 73
G.9 Place of Performance (Far 52.215-6) (Oct 1997) 73
G.10 Data Universal Numbering System (DUNS) Number (FAR 52.204-6) (Jun 1999) 74
G.11 Electronic Format 74

TABLE OF CONTENTS – CONTINUED

G.12 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certifications (FAR 52.222-48) (Aug 1996) 75

G.13 Compliance with Veterans Employment Reporting Requirements 75

Attachment I – Guidelines for Format and Content of Federal Supply Service Information Technology Schedule Pricelist 76

Attachment II – Past Performance Evaluation Report by Dun & Bradstreet 128

Attachment III – Guidelines for Developing a Small Business Subcontracting Plan 133

A. CONTINUATION OF STANDARD FORM 1449

A.1 INFORMATION COLLECTION REQUIREMENTS (A-FSS-40) (NOV 1999)

"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."

A.2 ADDRESS OFFERS TO: (BLOCK 9, STANDARD FORM 1449)

Offerors shall return the complete solicitation package to the following address:

General Services Administration
Solicitation No. FCIS-JB-980001B
Attn: BOOCO, Room 1017
1941 Jefferson Davis Highway
Arlington, VA 22202

A.3 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) (X-FCI-XXX)

Effective October 1, 2000, GSA switched from the Standard Industrial Classification System (SIC) to the North American Industry Classification System (NAICS) for Federal acquisitions. NAICS is a new system developed to classify industries in more detail that the 1987 SIC system. NAICS codes will be used throughout Federal acquisition in the same manner as the SIC codes were previously used.

The Small Business Administration (SBA) has amended its regulations to convert small business size standards from the SIC system to NAICS. The Federal Acquisition Regulation (FAR) is being amended to incorporate the change effective the same date.

When converting the SIC to NAICS codes, SBA applied consistent guidelines for the purpose of determining small business size standards. However, there does exist a possibility that the conversion may cause a change in business size. If this happens, remember the contractor's business size remains the same for the life of the contract.

b. Below is a conversion chart for SIC to NAICS and the corresponding size standard.

Exemption 5

3572	Computer Storage Devices	1,000

[redacted]

Exemption 5

514210	- Data Processing Services (pt)
541512	- Computer Systems Design Services (pt)
	- Other Computer Related Services
541519	

$6.5

c. In the chart below, Offeror should indicate the SIC code and corresponding NAICS code for each SIN(s) being offered. If multiple codes are available for each SIN, insert only one SIC/NAICS, as it relates to the code that is expected to have the majority of sales.

Special Item Number (SIN)	SIC Code	NAICS Code
132-3 Leasing of Product		
132-4 Daily / Short Term Rental		
132-8 Purchase of Equipment		
132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts		
132-32 Term Software License		
132-33 Perpetual Software License		
132-34 Maintenance of Software		
132-50 Training		
132-51 Professional Information Technology Services		
132-52 Electronic Commerce Services		
132-53 Wireless Services		

B - SCHEDULE OF ITEMS

B.1 ESTIMATED SALES (B-FSS-96) (Jul 2001)

The figures shown below reflect the approximate purchases made by Special Item Number (SIN), in dollars, for the period July 1, 2000 through June 30, 2001, as reported by Contractors, based upon total sales under the Information Technology Schedule.

Special Item No.	132-3	Leasing of Product	$	106,277,488
Special Item No.	132-4	Daily / Short Term Rental	$	767,488
Special Item No.	132-8	Purchase of Equipment	$	2,822,879,012
Special Item No.	132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts	$	466,773,426
Special Item No.	132-32	Term Software Licenses	$	52,243,602
Special Item No.	132-33	Perpetual Software Licenses	$	689,342,291
Special Item No.	132-34	Maintenance of Software	$	414,569,466
Special Item No.	132-50	Training Courses	$	112,947,627
Special Item No.	132-51	Information Technology Professional Services	$	5,958,032,534
Special Item No.	132-52	Electronic Commerce Services	$	10,848,285
Special Item No.	132-53	Wireless Services	$	1,264,101
Total Estimated Sales (All Special Item Numbers)			$	10,635,945,320

B.2 PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS (BLOCKS 19 & 20, STANDARD FORM 1449) (Jul 2001)

Insert an "X" on the applicable line for each Special Item Number/FSC Class/FPDS Code offered.

_____ **SPECIAL ITEM NO. 132-3 LEASING OF PRODUCT (FPDS Code W070)**

_____ **SPECIAL ITEM NO. 132-4 DAILY / SHORT TERM RENTAL (FPDS Code W070)**

SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

_____ End User Computers/Desktop Computers

_____ Professional Workstations

_____ Servers

_____ Laptop/Portable/Notebook Computers

_____ Large Scale Computers

_____ Optical and Imaging Systems

_____ Other System Configuration Equipment Not Elsewhere Classified. Provide specific information:

_____

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

_____ Printers

_____ Displays

_____ Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens

_____ Network Equipment

_____ Other Communications Equipment

_____ Optical Recognition Input/Output Devices

_____ Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

_____ Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information:

_____

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

_____ ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

_____ Microcomputer Control Devices

_____ Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

_____ ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

_____ Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

_____ Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSES

_____ Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

_____ Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

_____ Telephone Equipment

_____ Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

_____ Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

_____ Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

_____ Two-Way Radio Transmitters/Receivers/Antennas

_____ Broadcast Band Radio Transmitters/Receivers/Antennas

_____ Microwave Radio Equipment/Antennas and Waveguides

_____ Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

_____ Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

_____ Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

_____ Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

_____ Pagers and Public Address Systems (wired and wireless transmission, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

_____ Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

_____ Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

_____ Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

_____

_____ Used Equipment. Provide specific information:

_____

_____ Installation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 OF THIS CONTRACT AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS $2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY.

NOTE: VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

_____ Maintenance

_____ Repair Service

_____ Repair Parts/Spare Parts

_____ Third Party Maintenance

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

_____Operating System Software

_____Application Software

_____Electronic Commerce (EC) Software

_____Utility Software

_____Communications Software

_____Core Financial Management Software

_____Ancillary Financial Systems Software

_____Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

_____

Microcomputers

_____Operating System Software

_____Application Software

_____Electronic Commerce (EC) Software

_____Utility Software

_____Communications Software

_____Core Financial Management Software

_____Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

_____

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Microcomputers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

_____

Note: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

_____**SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE**

_____**SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

_____ IT Facility Operation and Maintenance (FPDS CODE D301)

_____ IT Systems Development Services (FPDS CODE D302)

_____ IT Systems Analysis Services (FPDS Code D306)

_____ Automated Information Systems Design and Integration Services (FPDS Code D307)

_____ Programming Services (FPDS Code D308)

_____ Millennium Conversion Services (Y2K)

_____ IT Backup and Security Services (FPDS Code D310)

_____ IT Data Conversion Services (FPDS Code D311)

_____ Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)

_____ IT Network Management Services (FPDS Code D316)

_____ Automated News Services, Data Services, or Other Information Services (FPDS Code D317)

_____ Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES FPDS CODE D304 - ADP AND TELECOMUNICATIONS TRANSMISSION SERVICES

_____Value Added Network Services (VANS)

_____E-Mail Services

_____Internet Access Services

_____Navigation Services

_____FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

Note: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

_____Paging Services

_____Cellular/PCS Voice Services

~~NOTE: Wireless Services are not intended to supersede or be substituted for any FTS local and long distance programs.~~

****

NOTE TO DEALERS: For products and/or services proposed under each Special Item Number, list on an attachment to B.2, the names of the manufacturers of the products/services being offered, in the format indicated below. (Failure to provide this information could result in no further consideration being given to any unlisted manufacturers/products and/or services.)

EXAMPLE: MANUFACTURER FSC CLASS/FPDS CODE

Special Item Number 132-8 Purchase of Equipment

ABC Corporation	7010
	7025
XYZ Inc.	5820

Special Item Number 132-33 Perpetual Software Licenses

DEF Inc.	7030

****

NOTE: The following ARE EXCLUDED from the Information Technology Schedule:

i. Radar Equipment (except airborne radar equipment).
Offers for radar equipment (other than airborne radar equipment) must be made to the GSA Federal Supply Service under FSC Group 58, Part I. Contact Mr. Jim Concannon at (215) 656-3855.

ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support. Offers which are limited to the electrical equipment cited above should be made to the GSA Federal Supply Service under FSC Group 58, Part IX. Contact Ms. Scheryl McBride at (817) 978-2792.

iii. Training Courses for products which are outside the scope of this Schedule.

iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, and Optical Disks, may be offered only in conjunction with the hardware devices which utilize these supply items. Offers which do not include the hardware devices may be made under Federal Supply Schedule FSC Group 58, Part V. Contact the Business Management Division of Office Supplies and Paper Center at (212)264-0868.

v. Carrying cases, except one per portable CPU purchase.

vi. RESERVED.

vii. Subscription services for databases on magnetic media and/or on optical disk. Contact Ms. Mary Ann DeFeo on (212)264-2306.

viii. Any products which are not U.S. Made End Products, Designated Country End Products, Caribbean Basin Country End Products, Canadian End Products, or Mexican End Products in accordance with FAR 25.402(c) and General Services Administration Acquisition Regulation (GSAR) 525.402(a).

ix. Any products or services that are not "commercial" as defined in accordance with FAR 52.202-1(c).

C. CONTRACT CLAUSES

C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (MAY 2001) (TAILORED)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes [DEC 1998], which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions [MAY 2001], is incorporated herein by reference.

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

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

(1) Name and address of the Contractor;
(2) Invoice date;
(3) Contract number, contract line item number and, if applicable, the order number;
(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(6) Terms of any prompt payment discount offered;
(7) Name and address of official to whom payment is to be sent; and
(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) [SEE C.2] and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) [SEE D.1] for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1 State and Local Taxes [SEE C.2]; 52.229-3 Federal, State, and Local Taxes [SEE C.2]; and 52.229-5 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico [SEE C.2] which are incorporated by reference.

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

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

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

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

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

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

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

ADDENDUM TO FAR 52.212-4 (C-1)

C.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(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 in the attached file titled: IBR.DOC.

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

CLAUSE	CLAUSE TITLE	DATED
52.203-3	GRATUITIES	(APR 1984)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(AUG 1995)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	(APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	(APR 1991)
52.215-6	PLACE OF PERFORMANCE	(OCT 1997)
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	(JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	(FEB 1997)
52.222-6	DAVIS-BACON ACT	(FEB 1995)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
52.224-1	PRIVACY ACT NOTIFICATION	(APR 1984)
52.224-2	PRIVACY ACT	(APR 1984)
52.227-14	RIGHTS IN DATA – GENERAL	(JUN 1987)
52.229-1	STATE AND LOCAL TAXES	(APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(JAN 1991)
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.237-1	SITE VISIT	(APR 1984)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-1	CHANGES – FIXED-PRICE	(AUG 1987)
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	(AUG 1996)
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	(MAY 2001)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-38	F.O.B INLAND CARRIER, COUNTRY OF EXPORTATION	(APR 1984)

C.3 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (GSAR 552.212-71)(JUL 2000) (FCI DEVIATION - DEC 1997)

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

CLAUSE	CLAUSE TITLE	DATED
552.203-71	RESTRICTION ON ADVERTISING	(SEP 1999)
552.211-75	PRESERVATION, PACKAGING, AND PACKING	(FEB 1996)
552.211-77	PACKING LIST	(FEB 1996)
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	(AUG 1997)
552.228-70	WORKER'S COMPENSATION LAWS	(SEP 1999)
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (DEVIATION FAR 52.232-8)	(APR 1989)
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED	(SEP 1991)

C.4 SCOPE OF CONTRACT (I-FCI-102) (MAR 1998)

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 delivery within the 48 contiguous States and Washington, D.C. For Special Item Number 132-53 Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed. Resultant contracts may also be used for delivery to Alaska, Hawaii, the Commonwealth of Puerto Rico, and overseas locations.

(1) All Federal agencies and activities in the executive, legislative, and judicial branches,
(2) Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1,
(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act),
(4) The Government of the District of Columbia.
(5) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

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.

For orders received from activities within the Executive Branch of the Government, each Contractor is obligated to deliver all articles or services contracted for that may be ordered during the contract term, except as otherwise provided herein.

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 is unwilling to accept such an order, the Contractor shall return it by mailing it or delivering it to the ordering office within 5 workdays from receipt. Failure to return an order shall constitute acceptance whereupon all provisions of the contract shall apply.

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.

C.5 GUARANTEED MINIMUM (I-FSS-106) (OCT 2000)

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 "Contractor's Report of Sales") 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.

C.6 ORDERING (FAR 52.216-18) (DEVIATION-JAN 1994)

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

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

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

C.7 PLACEMENT OF ORDERS (GSAR 552.216-72) (SEP 1999) (ALTERNATE II-SEP 1999)

(a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.

(1) Executive agencies.
(2) Other Federal Agencies.
(3) Mixed-ownership Government corporations.
(4) The District of Columbia.
(5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
(6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.

(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, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS 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
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406
Telephone: (703) 305-7741
FAX: (703) 305-7720

C.8 ORDER ACKNOWLEDGEMENT (G-FSS-907) (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

C.9 BLANKET PURCHASE AGREEMENTS (I-FSS-646) (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.

C.10 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995) (VARIATION I-AUG 1999)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than $100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
132-3	$500,000 per order
132-4	$500,000 per order
132-8	$500,000 per order
132-12 (repair/spare parts only)	$ 10,000 per order
132-32	$ 50,000 or $500,000 per order
132-33	$ 50,000 or $500,000 per order
132-50	$ 25,000 per order
132-51	$500,000 per order
132-52	$500,000 per order
132-53	$500,000 per order

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

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.11 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (I-FSS-125) (SEP 1999)

(a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall-

(1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

(b) Vendors may:

(1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations [SEE C.10].)

(2) offer the lowest price available under the contract; or

(3) decline the order (orders must be returned in accordance with FAR 52.216-19 [SEE C.10]).

(c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.

(d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74 [SEE C.22].

C.12 DELIVERY PRICES (F-FSS-202-G) (JAN 1994)

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

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

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

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

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

	(Yes)	(No)
Alaska	_____	_____
Hawaii	_____	_____
Puerto Rico	_____	_____

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

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38 [SEE C.2]), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest

to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

C.13 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (GSAR 552.211-78) (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'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
132-3	30	_____
132-4	30	_____
132-8	30	_____
132-32	30	_____
132-33	30	_____

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

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
132-3	_____
132-4	_____
132-8	_____
132-32	_____
132-33	_____

(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.

C.14 URGENT REQUIREMENTS (I-FSS-140-B)(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.

C.15 DELIVERIES TO THE U.S. POSTAL SERVICE (F-FSS-230) (JAN 1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

C.16 CONTRACTOR'S BILLING RESPONSIBILITIES (G-FSS-913)(MAY 2000)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers which participate on the contract, and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used:

Where dealers are allowed by the Contractor to bill Government agencies and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement which will require dealers to:

(1) Comply with the same terms and conditions regarding prices as the Contractor, for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer which includes:

- (a) the date of sale,
- (b) the agency to which the sale was made,
- (c) the product/model sold,
- (d) the quantity of each product/model sold,
- (e) the price at which it was sold, including discounts, and
- (f) all other significant sales data;

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payment in the name of the Contractor, in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

CERTIFICATION

I certify that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions regarding prices of the contract including the provisions listed above.

Name _____ Date _____

C.17 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (GSAR 552.232-77) (MAR 2000) (ALTERNATE I-MAR 2000)

(a) Definitions.

"Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

(d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

C.18 IMPREST FUNDS (PETTY CASH) (I-FSS-918) (MAY 2000)

The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.305.

C.19 ELECTRONIC COMMERCE-FACNET (I-FSS-599) (APR 1997)

(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). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

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://acq.osd.mil/ec/nwsltr.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), 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 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. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at http://www.acq.osd.mil/ec/van_list.html. Contractors who wish to register without going through a VAN may do so via the INTERNET at http://ccr.edi.disa.mil.

(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://snad.ncsl.nist.gov/dartg/edi/fededi.html. 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!*(tm).

(1) GSA *Advantage!*(tm) will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA *Advantage!*(tm) 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!*(tm) may be accessed via the GSA Home Page. The INTERNET address is: http://www.gsa.gov, or http://www.fss.gsa.gov.

C.20 ANSI STANDARDS (C-FSS-427) (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).

C.21 ASSIGNMENT OF CLAIMS (552.232-23) (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23 [SEE C.21]) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

C.22 CONTRACTOR'S REPORT OF SALES (GSAR 552.238-74) (SEP 1999)

(a) The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract task or delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-76 [SEE C.23]).

(b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, http://VSC.gsa.gov. The Contractor must report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.

(c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.

(d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from:

Department of the Treasury
Financial Management Service
International Funds Branch
3700 East-West Highway
PGCII, Room 5A19
Hyattsville, MD 20782
Telephone: (202) 874-7994
Internet: http://www.fms.treas.gov/intn.html

(e) The report is due 30 days following the completion of the reporting period. The Contractor must also provide a close-out report within 120 days after the expiration of the contract. The contract expires upon physical completion of the last, outstanding task or delivery order of the contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.

C.23 INDUSTRIAL FUNDING FEE (GSAR 552.238-76) (SEP 1999)

(a) The Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within 30 days after the end of each quarterly reporting period as established in clause 552.238-74, Contractor's Report of Sales [SEE C.22]. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities.

(b) The Contractor must remit any monies due as a result of the close-out report required by Clause 552.238-74 [SEE C.22] at the time the close-out report is submitted to GSA.

(c) The Contractor must pay the IFF amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the "General Services Administration." If the payment involves multiple special item numbers or contracts, the Contractor may consolidate the IFFs into one payment. To ensure that the payment is credited properly, the Contractor must identify the check or electronic transmission as an "Industrial Funding Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the Contractor makes payment by check, provide this information on either the check, check stub, or other remittance material.

(1) If paying the IFF by check, the Contractor must forward the check to the following address:

General Services Administration,
Accounts Receivable Branch
P.O. Box 70500
Chicago, IL 60673-0500.

(2) If paying by electronic funds transfer through the ACH, the Contractor must call GSA, Financial Information Control Branch, Receivables, Collections and Sales Section (6BCDR) at 1-800-676-3690 to make arrangements.

(d) If the full amount of the IFF is not paid within 30 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest [SEE C.2]).

(e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to pay the IFF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the IFF timely constitutes sufficient cause for terminating the Contractor for cause under the termination provisions of this contract.

C.24 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (I-FSS-163) (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!(tm) in accordance with clause I-FCI-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 [SEE C.27] or Price Reduction Clause [SEE C.28]).

C.25 NOTICE REGARDING OPTION(S) (GSAR 552.217-71) (NOV 1992)

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

C.26 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (GSAR 552.215-71) (AUG 1997)

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

C.27 ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS (GSAR 552.216-70) (SEP 1999) (ALTERNATE I-SEP 1999) (FCI DEVIATION)

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 or from a change in the Contractor's market prices that were the Basis of Negotiation.

(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 ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(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 or evidence that the Contractor's market prices that were the Basis of Negotiation have increased.

(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 effective upon approval by the Contracting Officer, or on the effective date of the commercial catalog/pricelist, whichever is later. The increased price shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

C.28 PRICE REDUCTIONS (GSAR 552.238-75)(SEP 1999)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor-

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales-

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies; or

(3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

C.29 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (GSAR 552.243-72) (JUL 2000) (FCI DEVIATION)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's. [redacted] exemption 5

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead. [redacted]

exemption 5

(iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5] is required.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedules). [SEE C.13]

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance [SEE C.2]. [redacted] exemption 5

(vi) Any information requested by 52.212-3(d), Offerors Representations and Certifications - Commercial Items [SEE G.1], that may be necessary to assure compliance with 552.225-9 *, Buy American Act-Trade Agreements Balance of Payments Program.

*** NOTE: Per revisions to the Federal Acquisition Regulations (FAR), paragraph (vi) above, does not apply to this solicitation. Use FAR 52.225-5 Trade Agreements Act [SEE G.2].**

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75 [SEE C.28]. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75 [SEE C.28].

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. These contract modifications will not be made effective until the Government receives the electronic file updates.

The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75. [SEE C.28]

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a accumulative supplement is at the discretion of the Contractor, but may not exceed three months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February-April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

C.30 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (GSAR 552.238-71) (SEP 1999) (FCI DEVIATION)

(a) Definition. For the purposes of this clause, the Mailing List is the Contractor's listing of its Federal Government Customers.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

The Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. NOTE: It shall not absolve the Contractor from responsibility for the accuracy of the pricelist. Consequently, the Contractor would be required to revise the pricelist to correct any significant errors subsequently found by the Contracting Officer and reprint and distribute at the Contractor's expense. If significant pricing errors are found, the Government may cancel the contract and the Contractor may be liable for any price adjustments for overpricing.

(c) (1) The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either:

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.

(d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.

(e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

C.31 CONTRACT PRICE LISTS (I-FCI-600) (JUN 2001)

(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 provided. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those products, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*™, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery 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!*™ [SEE C.53] for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!*™ can be found in clause I-FSS-599, Electronic Commerce [SEE C.19].

(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 Services' price list. The identifier URL is located at fss.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3) of this clause and nothing other than what was accepted /awarded by the Government may included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must be 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) Paper Federal Supply Schedule pricelists

(1) The Contractor shall prepare a paper FSS Information Technology Schedule pricelist in accordance with Attachment I, Guidelines For Format and Content of Authorized Federal Supply Service Information Technology Schedule pricelist. Two (2) copies of the FSS Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized FSS Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 (SEE C.30), the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.

(3) Modifications to FSS Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.

(4) As an option, the Contractor may provide two (2) copies (including cover letter) of the Federal Supply Schedule pricelist to the Contracting Officer for review prior to distribution. Accuracy of information and computation of prices is the responsibility of the Contractor.

(5) An address list of customers who are interested in the FSS Information Technology Schedule will only be furnished upon request from the Contractor. The list of customer addresses is available in one of the following formats (as specified by the Contractor):

_____Cheshire Label
_____Gummed Label
_____Diskette-Mailing lists on diskette are available in ASCII and in the following record format only:

Field Name	Field Size
1. Customer ID No.	12
2. Agency Name	35
3. Address Line 1	35
4. Address Line 2	35
5. City	20
6. State	2
7. Zip Code	9

Use of the mailing list for any purpose other than the distribution of the Authorized FSS Information Technology Schedule pricelist is not authorized.

(6) The Contractor may formally print and distribute a Federal Supply Schedule pricelist. Inclusion of incorrect information will cause the Contractor to reprint and redistribute the Federal Supply Schedule pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause) [SEE C.1], and application of any other remedies as provided by law-including monetary recovery.

(7) Distribution to the customer mailing list shall be made as set forth GSAR clause 552.238-71, Submission and Distribution of Authorized FSS Schedule pricelists (SEE C.30). In addition, two (2) copies of the Federal Supply Schedule pricelist shall be submitted to the FSS Information Center at the address listed below. The Contractor may also send Federal Supply Schedule pricelists to agencies not on the GSA listing when there is reasonable expectation that sales to these agencies will be made.

General Services Administration
Federal Supply Service
FSS Information Center (FMLI)
Crystal Mall Building 4, Room L-104
Washington, DC 20406

C.32 WARRANTY-MULTIPLE AWARD SCHEDULE (FSAR 552.246-73) (MAR 2000)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the Government accepts the product.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

(3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the Government facility for the purpose of repairing the product onsite, during the 90 day warranty period.

C.33 RESERVED

C.34 DEFAULT (I-FSS-249-B) (MAY 2000)

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

C.35 CANCELLATION (GSAR 552.238-73) (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

C.36 LOGISTICAL SUPPORT PRIVILEGES (X-FCI-XXX) (DEC 1997)

Where the Contractor may require Logistical Support in overseas areas in order to meet contract obligations, the ordering activities should obtain the required support in accordance with their applicable regulations prior to issuance of any delivery orders under this GSA contract. The Contractors will provide all the necessary information required of them by the applicable regulations in order to assist the ordering activity in obtaining the Logistical Support Privileges.

The ordering agency, in all cases, will make the decision as to whether the Contractor will be granted the requested support. The General Services Administration will neither assist in the decision nor arbitrate any dispute pertaining to logistical support. Logistical support which may be furnished by the Government hereunder includes, but is not limited to, use of the following:

(a) Military or other U.S. Government Clubs, exchanges, other non-appropriated fund organizations.

(b) Military or other U.S. Government commissary stores.

(c) Military or other U.S. Government postal facilities.

(d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies.

(e) Military Payment Certificate (MPC), where applicable.

(f) Military or other U.S. Government banking facilities.

(g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government/Military regulations.

C.37 DISSEMINATION OF INFORMATION BY CONTRACTOR (I-FSS-680) (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.

C.38 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
FSS-IT Acquisition Center (FCI)
Crystal Mall #4, Room 1017
Arlington, VA 22202
Attn.: 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.

C.39 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (GSAR 552.233-70)(MAR 2000)

(a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

(1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).

(2) GSA procedures do not provide for any discovery.

(3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

(4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.

(5) If the agency makes a written response to the protest, the following filling requirements apply unless the deciding official approves other arrangements:

(i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.

(ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

(6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.

(i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

C.40 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (VARIATION-OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract 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 contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause or 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.

C.41 CONTRACT SALES CRITERIA (I-FSS-639) (JUL 2000)

(a) A contract will not be awarded unless anticipated sales are expected to exceed at least $25,000 for a 1-year period.

(b) Any resultant contract may be canceled in accordance with clause 552.238-73, Cancellation, unless reported sales are at least $25,000 for a 1-year period.

(c) Contracts awarded under a Federal Supply Schedule, new Special Item Number (SIN) or the Introduction of New Products/Services (INPS) SIN will be given a 2-year time period in lieu of the 1-year period in paragraphs (a) and (b).

C.42 INVOICE PAYMENTS (GSAR 552.232-74) (SEP 1999)

(a) The due date for making invoice payments by the designated payment office is:

(1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

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

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

(2) For all other orders, the later of the following two events:

(i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the

time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.

(c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions-Commercial Items [SEE C.1], if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.

(e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

C.43 CENTRAL CONTRACTOR REGISTRATION (CCR) (I-FSS-598) (OCT 1999)

To receive orders from the Department of Defense (DoD) contractors must be registered in the DoD CCR database (registration information is available at http://www.ccr2000.com). The CCR database is DoD's primary repository for contractor information required for the conduct of business with DoD. This requirement does not apply to purchases made with a Governmentwide commercial purchase card. (Refer to clause I-FCI-600, Contractor Price Lists [SEE C.31], for additional information regarding CCR.)

C.44 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (G-FSS-906) (JAN 1999)

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

C.45 PERFORMANCE INCENTIVES (I-FSS-60) (APRIL 2000)

When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

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

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.

The above procedures do not apply to Time and Material or labor hour orders.

C.46 CLAUSES FOR OVERSEAS COVERAGE (I-FCI-108) (MAY 2000)

The following clauses apply to overseas coverage.

NUMBER	CLAUSE TITLE	LOCATION:
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	C.2
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	C.2
52.247-34	F.O.B. DESTINATION	C.2
52.247-38	F.O.B. INLAND CARRIER, COUNTRY OF EXPORTATION	C.2
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT	C.47
D-FSS-477	TRANSSHIPMENTS	C.48
I-FSS-314	FOREIGN TAXES AND DUTIES	C.49
I-FSS-594	PARTS AND SERVICE	C.50

C.47 CHARACTERISTICS OF ELECTRIC CURRENT (C-FSS-412) (MAY 2000)

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

C.48 TRANSSHIPMENTS (D-FSS-477) (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

C.49 FOREIGN TAXES AND DUTIES (I-FSS-314) (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

exemption 5

C.50 PARTS AND SERVICE (I-FSS-594) (OCT 1988)

exemption 5

(1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

C.51 SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (I-FSS-91) (OCT 2000)
NOTE: This clause only applies to contractors that are being awarded as an 8(a) participant.

(a) This contract is issued as an award between the General Services Administration (GSA) and the 8(a) program participant (Contractor) pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration Regarding the Multiple Award Schedule Program signed on June 7, 2000. It is also issued pursuant to the Memorandum of Understanding between the SBA and GSA that delegates 8(a) contracting authority signed on May 6, 1998.

(b) Eligibility.

(i) The Contractor has been determined to be an eligible concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)) and agrees to furnish the supplies or services set forth in the contract according to the terms and conditions of the contract.

(ii) SBA retains all responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues.

(iii) SBA will notify the GSA Contracting Officer immediately upon notification by the Contractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern. If the owner(s) actually relinquish ownership or control, the firm will be given the option of either canceling the contract or modifying the contract to eliminate the 8(a)specific clauses, which will eliminate its designation in the Schedules E-Library and GSA *Advantage!™* as an 8(a) participant and will preclude procuring agencies from taking credit for 8(a) awards to the firm.

(c) Pursuant to the MOU dated June 7, 2000, GSA has agreed to apply its MAS contracting policies and procedures when evaluating offers, awarding contracts, and administering orders, consistent with FAR 19.800(f), except that GSA will notify SBA prior to terminating an 8(a) contract and request SBA approval prior to executing novation agreements of 8(a) contracts. GSA also will notify SBA when the estimated dollar value of the contract changes or when the 8(a) contract is to be canceled pursuant to clause 552.238-73, Cancellation.

exemption 5

(d) In accordance with GSA's MOU that delegates 8(a) contracting authority, the procuring activity must provide a copy of the GSA Form 1535, Recommendation for Award, to the SBA central point of contact.

exemption 5

(e) Payments to be made under the contract will be made directly to the contractor by the ordering activities.

(f) The Contractor shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of this contract.

C.52 CONTRACTOR TEAM ARRANGEMENTS (I-FSS-40) (SEP 2000)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

C.53 GSA *ADVANTAGE!™* (I-FSS-597) (SEP 2000)

(a) The Contractor must participate in the GSA *Advantage!™* online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce [SEE C.19].

(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) [SEE C.30], I-FCI-600, Contract Pricelists (which provides information on electronic contract data) [SEE C.31], and 552.243-72, Modifications (which addresses electronic file updates) [SEE C.29].

C.54 PERFORMANCE REPORTING REQUIREMENTS (I-FSS-50) (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.

D. CONTRACT TERMS AND CONDITIONS

D.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2001) (TAILORED)

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

(1) 52.222-3, Convict Labor (E.O. 11755).

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

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(3) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(4) 52.219-14, Limitation on Subcontracting (DEC 1996)
NOTE: This clause only applies to contracts that are awarded to and under the 8(a) program.

(5) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(6) 52.222-26, Equal Opportunity (E.O. 11246).

(7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(8) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(10) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(11) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

(12) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(13) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(14) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) Alternate I

(c) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (c) 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, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(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.

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), or (c) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)

(5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

E. SOLICITATION PROVISIONS

E.1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (FAR 52.212-1) (OCT 2000) IS INCORPORATED HEREIN BY REFERENCE.

ADDENDUM TO FAR 52.212-1 (E.1)

E.2 PERIOD FOR ACCEPTANCE OF OFFERS (A-FSS-12-C) (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors-Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

E.3 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (A-FSS-11) (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) [SEE C.24], canceled pursuant to the Cancellation clause [SEE C.35], or terminated pursuant to the termination provisions of the contract [SEE C.1].

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

E.4 SUBMISSION OF OFFERS-ADDITIONAL INSTRUCTIONS (CI-FCI-2) (MAR 1996)

Offerors are requested to submit, in a minimum font size of 10 cpi (characters per inch):

(a) A signed original and one (1) copy of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

(b) Two complete copies of the proposed FSS Information Technology Schedule Pricelist, including all applicable Terms and Conditions. (See Attachment I for format and content of proposed pricelist.)

(c) If the Offeror is other than the manufacturer, (1) one signed copy of 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) other evidence that the Offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period. [SEE F.3]

(d) One copy of a plan indicating how the Offeror intends to perform the sales and after sales maintenance service within the minimum geographic scope of the solicitation (SEE C.4). For SIN 132-53 ONLY, provide an acceptance test plan and procedure for approval.

(e) A completed copy of the past performance evaluation form sent, by the Offeror, to Dun & Bradstreet c/o Open Ratings. [SEE ATTACHMENT II]

(f) Identification of and rationale for any and all exceptions and clarifications taken from either the solicitation or the standard format for the FSS Information Technology Schedule Pricelist (SEE ATTACHMENT I).

(g) Small Business Subcontracting Plan, if applicable. [SEE ATTACHMENT III, GUIDELINES TO CREATE A SMALL BUSINESS SUBCONTRACTING PLAN.]

E.5 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (GSAR 552.212-70) (AUG 1997)

(a) Definitions. Concession, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

"Discount", as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

E.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALTERNATE IV-OCT 1997) (VARIATION I-SEP 1999)

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

(b) Provide information described below:

(1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5];

(2) Commercial sales practices [SEE G.4]. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation
(48 CFR 515-2); or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

E.7 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (FAR 52.215-21) (OCT 1997) (ALTERNATE IV - OCT 1997) (VARIATION I-AUG 1997)

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

(b) Provide information described below.

(1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule) [SEE C.29];

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

E.8 IDENTIFICATION OF ENERGY-EFFICIENT OFFICE EQUIPMENT AND SUPPLIES CONTAINING RECOVERED MATERIALS OR OTHER ENVIRONMENTAL ATTRIBUTES (GSAR 552.238-72) (SEP 1999)

(a) Definitions. *"Energy-efficient office equipment,"* as used in this clause, means office equipment that, in representative use, provides equivalent or better performance and value to users, but uses significantly less energy than most functionally equivalent models.

"Recovered materials," as used in this clause, means waste material and by-products which have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused, within an original manufacturing process (42 U.S.C. 6903(19)). For paper, it also includes postconsumer materials, and manufacturing and certain other wastes. (42 U.S.C. 6962(h)).

"Remanufactured products," as used in this clause, means equipment or parts that have been factory remanufactured or rebuilt to meet new equipment or part performance specifications and have had no use subsequent to their remanufacture.

(b) The offeror shall identify in its offer and include in any commercial catalogs and pricelists and any resultant Government catalogs or pricelists submitted to the Contracting Officer, energy-efficient office equipment and supplies that contain recovered material, remanufactured products, or other environmental attributes. Examples of energy-efficient office equipment are microcomputers and associated equipment that meet the requirements of the Environmental Protection Agency's (EPA's) Energy Star Computers Program. Supplies that contain recovered materials and other environmental attributes include, but are not limited to, products identified in EPA procurement guidelines (40 CFR Subchapter I) and products that are either degradable, ozone safe, recyclable, contain low volatile organic content compounds, contribute to source reduction, or otherwise are designed or manufactured to achieve environmental improvement. For example, an offeror can identify products that are safe or safer alternatives for more toxic or hazardous products and products that can be substituted for ones manufactured with toxic or hazardous materials. Such supplies shall satisfy the guidance contained in 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims.

(c) An offeror, in identifying an item with an environmental attribute, shall possess evidence or rely upon a reasonable basis to substantiate the claim (see 16 CFR 260.5). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program, e.g., EPA's Energy Star Computer program;

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

E.9 ENERGY EFFICIENT COMPUTER EQUIPMENT (X-FCI-XXX)

All questions concerning the requirements and product qualifications under the EPA's Energy Star Computers Program should be directed to:

EPA Energy Star Computers Program Manager
U.S. Environmental Protection Agency
Global Change Division (6202J)
401 M Street, SW
Washington, D.C. 20460
(202)233-9114 phone
(202)233-9578 fax

F. EVALUATION

F.1 EVALUATION-COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (GSAR 552.212-73) (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.

F.2 PAST PERFORMANCE (X-FCI-XXX)

In order to assist the Government in assessing an Offeror's past performance, each company responding to this solicitation will be required to have Dun & Bradstreet c/o Open Ratings complete a Past Performance Evaluation Report on that firm. The request to Open Ratings must be made prior to the submission of a proposal. Each Offeror must submit, with its proposal, a completed copy of the past performance evaluation form sent, by the Offeror, to Open Ratings. Any charges associated with the Past Performance Evaluation Report will be paid by the Offeror. [SEE ATTACHMENT II].

F.3 DEALERS AND SUPPLIERS (I-FSS-644) (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.

F.4 SALES AND SERVICE REQUIREMENTS (X-FCI-XXX)

Sales and after-sales maintenance/repair service must be provided to, at a minimum, the 48 contiguous States and the District of Columbia. The Offeror must provide maintenance/repair service normally provided in the industry for the type of products offered. The Offeror must provide (with its offer) a plan as to how the Offeror will provide sales and after-sales service for the scope of the contract. [SEE E.4]

[redacted]

F.5 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES-PAST PERFORMANCE/RESPONSIBILITY DETERMINATION (X-FCI-XXX)

In addition to the Dun & Bradstreet requirement [SEE F.2], in order for the Government to determine if the Offeror is responsible, the following information is required:

exemption 5

(a) PAST PERFORMANCE

The Offeror must describe its corporate experience in IT Professional Services over the past three (3) years. Describe three (3) projects, similar in size and complexity to the effort of services categories offered in this contract. At least two of the three examples shall have been completed in the last two years and all three examples must have been completed in the last three years. All three examples of IT Professional Services must have been found to be acceptable by the client. At a minimum, the Offeror shall provide the following information:

(1) Project/Contract Name;
(2) Project Description;
(3) Dollar Amount of Contract;
(4) Project Duration, which includes the original estimated completion date and the actual completion date; and
(5) Point of Contact and Telephone Number.

(b) ORGANIZATIONAL STRUCTURE

The Offeror shall describe the management and organization of the company with respect to the IT Professional Services offered. The Offeror shall address the following:

(1) History and overview of the organization;
(2) All organizational elements within the company which shall participate in providing IT Professional Services (include a chart); and
(3) Financial Statement/Annual Report.

exemption 5

F.6 GOALS FOR SUBCONTRACTING PLAN (GSAR 552.219-73) (SEP 1999) (ALTERNATE I-SEP 1999)

[redacted]

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan [SEE D.1].

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) In determining the acceptability of any subcontracting plan, the Contracting Officer will-

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

NOTE: Refer to Attachments III and IV for guidance on creating a Small Business Subcontracting Plan.

E.7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222-24) (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

G. OFFEROR SUPPLIED INFORMATION

G.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2001) (ALTERNATE III-OCT 2000) (DEVIATION)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"*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.

"*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.

"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.

"*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) 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 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.

(b) 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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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 _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. . [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete **only** if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete **only** if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) **only** if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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.

(7) *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:

_____

(8) *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 place of ownership, 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)(9)(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 $100,000.) 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.

(f) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, [SEE G.2] is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(2) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other 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. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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.

(g) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(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, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

G.2 TRADE AGREEMENTS (FAR 52.225-5) (APR 2000)

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

"Caribbean Basin country" means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

"Caribbean Basin country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

(i) Textiles and apparel articles that are subject to textile agreements;

(ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(iii) Tuna, prepared or preserved in any manner in airtight containers;

(iv) Petroleum, or any product derived from petroleum; and

(v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

"Designated country" means any of the following countries:

Aruba	Germany	Netherlands
Austria	Greece	Niger
Bangladesh	Guinea	Norway
Belgium	Guinea-Bissau	Portugal
Benin	Haiti	Rwanda
Bhutan	Hong Kong	Sao Tome and Principe
Botswana	Ireland	Sierra Leone
Burkina Faso	Israel	Singapore
Burundi	Italy	Somalia
Canada	Japan	Spain
Cape Verde	Kiribati	Sweden
Central African Republic	Korea, Republic of	Switzerland
Chad	Lesotho	Tanzania U.R.
Comoros	Liechtenstein	Togo
Denmark	Luxembourg	Tuvalu
Djibouti	Malawi	Uganda
Equatorial Guinea	Maldives	United Kingdom
Finland	Mali	Vanuatu
France	Mozambique	Western Samoa
Gambia	Nepal	Yemen

"Designated country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"End product" means supplies delivered under a line item of a Government contract.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) *Implementation.* This clause implements the Trade Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993 (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

(c) *Delivery of end products.* The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

G.3 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (K-FSS-9) (SEP 2000)

The Offeror represents that it is ☐ is not ☐ a current 8(a) Business Development Program participant, and that it wishes to be designated as such on the FSS Schedules E-Library and GSA *Advantage!*™ as well as the Federal Procurement Data System (FPDS).

CONTRACTOR NAME: _____

DATE: _____

G.4 COMMERCIAL SALES PRACTICES FORMAT (CSP-1)

Name of Offeror: _____

SIN(s): _____

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) [SEE E.5], for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

(1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year: $_____. State beginning and ending of the 12 month period. Beginning_____Ending_____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

(2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

Special Item No.	132-3	Leasing of Equipment	$_____
Special Item No.	132-4	Daily / Short Term Rental	$_____
Special Item No.	132-8	Purchase of Equipment	$_____
Special Item No.	132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts	$_____
Special Item No.	132-32	Term Software Licenses	$_____
Special Item No.	132-33	Perpetual Software Licenses	$_____
Special Item No.	132-34	Maintenance of Software	$_____
Special Item No.	132-50	Training Courses	$_____
Special Item No.	132-51	Information Technology Professional Services	$_____
Special Item No.	132-52	Electronic Commerce Services	$_____
Special Item No.	132-53	Telecommunication Transmission Services	$_____

(3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES____ NO_____. (See definition of "concession" and "discount" in 552.212-70.)

(4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

	(b) (6) [redacted]	

(b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES ____ NO_____. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience .

(5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed $500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

(a) Manufacturer's Name
(b) Manufacturer's Part Number
(c) Dealer's/Reseller's Part Number
(d) Product Description
(e) Manufacturer's List Price
(f) Dealer's/Reseller's percentage discount from List Price or net prices

Figure 515.4-2-Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

Column 1-Identify the applicable customer or category of customer. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2-Identify the discount. The term "discount" is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

Column 3-Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

Column 4-Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

Column 5-Indicate concessions regardless of quantity granted to the identified customer or category of customer. Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond "YES" to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

G.5 AUTHORIZED NEGOTIATORS (K-FSS-1) (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 address of the authorized negotiators.)

_____

_____

_____

G.6 CONTACT FOR CONTRACT ADMINISTRATION (G-FCI-900-C) (JUN 2001)

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, Contractor's Report of Sales, and 552.238-76, Industrial Funding Fee, 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) Offerors are required to designate a person to be contacted for prompt contract administration.

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: _____

(c) Contractor compliance with the GSA Form 72A reporting requirements and the Industrial Funding Fee will be delegated to a GSA Administrative Contracting Officer. The Contract Management Zone will be determined based upon the location of the individual designated by the Contractor for administration of the contract's GSA Form 72A reporting. The name of this individual, along with the person responsible for questions concerning the Industrial Funding Fee, must be provided by the Contractor prior to the award of a contract.

GSA FORM 72A:

NAME: _____

ADDRESS: _____

_____ ZIP CODE: _____

TELEPHONE NO.: ( ) _____ FAX NO.: ( ) _____

E-MAIL ADDRESS: _____

INDUSTRIAL FUNDING FEE:

NAME: _____

ADDRESS: _____

_____ ZIP CODE: _____

TELEPHONE NO.: ( ) _____ FAX NO.: ( ) _____

E-MAIL ADDRESS: _____

G.7 ORDERING INFORMATION (GSAR 552.216-73) (SEP 1999) (ALTERNATE II-SEP 1999)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) 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.

G.8 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (G-FSS-914-A) (MAY 2000)

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

PAYMENT ADDRESS:

_____

_____

_____

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

All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown above or on the attachment, the remittance address(es) above 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.

PLEASE NOTE: All orders placed against a Federal Supply Schedule Contract are to be paid by the individual agency placing the order. Each order will cite the appropriate agency 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 agency's invoices sent to GSA will only delay your payment.

G.9 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] 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
_____	_____
_____	_____
_____	_____

G.10 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.
(2) Company address.
(3) Company telephone number.
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

DUNS Number: _____

G.11 ELECTRONIC FORMAT

By signing its offer, the Offeror attests to the fact that there have been no changes to the text of this solicitation, except as noted in the cover letter.

G.12 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-CONTRACTOR CERTIFICATION (FAR 52.222-48) (AUG 1996)

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

G.13 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

ATTACHMENT 1

GUIDELINES FOR FORMAT AND CONTENT OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

The following pages contain information, instructions, and guidelines for preparing the proposed hard copy Information Technology Schedule Pricelist. Two copies of the proposed Information Technology Schedule Pricelist must be submitted with your offer. Please Note: The proposed Information Technology Schedule Pricelist should be submitted as a document separate from this Attachment and it must, at a minimum be formatted in a font no smaller than 10 cpi (characters per inch).

These guidelines prescribe the format and content to be used to create the Information Technology Schedule Pricelist. Offerors are advised to include only those terms and conditions applicable to the Special Item Numbers (SINs) being proposed.

NOTE: Instructions To Offerors, which are proceeded and followed by a double asterisk (**), should NOT be included in the schedule pricelist.

The proposed Information Technology Schedule Pricelist must contain the following information, as applicable to your proposal:

1. Pricelist Cover Page
2. Table of Contents
3. Information For Ordering Offices
4. Terms and Conditions Applicable to Leasing of General Purpose Commercial Information Technology Products (Special Item Number 132-3)
5. Terms and Conditions Applicable to Daily / Short Term Rental of General Purpose Commercial Information Technology Equipment (Special Item Number 132-4)
6. Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8)
7. Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service is not Covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)
8. Terms and Conditions Applicable to Term Software Licenses (Special Item 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software
9. Terms and Conditions Applicable to Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)
10. Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51) and Electronic Commerce (EC) Services (Special Item Number 132-52)
11. Terms and Conditions Applicable to Wireless Services (Special Item Number 132-53)

HOW TO CALCULATE SUBCONTRACTING GOALS

Goals must be stated in both dollars ($) and percents (%). The contractor must state the total subcontracting dollars, then state separately the total dollars that will be subcontracted to (1) small business, (2) HUBZone small business, (3) small disadvantaged business, (4) women-owned small business concerns, and (5) veteran-owned small business concerns. The small business dollar amount must include the HUBzone small, small disadvantaged, women-owned small, and veteran-owned small dollar amounts. The dollar amounts planned for subcontracting to small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns must be expressed in the subcontracting plan as percentages of the total subcontracting dollars.

EXAMPLE ONLY:

	Dollars	Percentage
Total dollars to be subcontracted *(to large and small business, including HUBZone small, small disadvantaged, women-owned small, and veteran-owned small)*	$100,000	100%
To Large business *(included here for example only)*	$60,000	60%
To Small business (includes HUBZone small, small disadvantaged, women-owned small, and veteran-owned small)	$40,000	40%
To HUBZone Small business	$1,000	1%
To Small Disadvantaged business	$10,000	9%
To Women-owned Small business	$5,000	5%
To Veteran-owned Small business	$1,000	1%

(Note that of the 40% to ALL SMALL, 16% is going to the minority category (hubzone small, sdb, and wosb), and the remaining 24% is going to the non-minority category (other small).)

XI. SIGNATURE REQUIRED:

This subcontracting plan was SUBMITTED by:

Signature: _____

Typed Name: _____

Title: _____

Date: _____

This subcontracting plan was ACCEPTED by:

Signature: _____

Typed Name: _____

Title: Contracting Officer
General Services Administration
Federal Supply Service
Information Technology Acquisition Center - FCI
Telephone: 703/_____

Date: _____

C. On a contract-by-contract basis, all subcontract solicitations over $100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether hubzone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; and (6) reasons for the failure of solicited concerns to receive the subcontract award.

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, minority, and women-owned small business procurement conference and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

F. On a contract-by contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial product plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

_____

_____

_____

IX. TIMELY PAYMENTS TO SUBCONTRACTORS:

(For information purposes only. FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.

[Company XXX] uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702.

X. DESCRIPTION OF GOOD FAITH EFFORT:

(For information purposes only. Maximum practicable utilization of small, hubzone small, small disadvantaged, and women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business subcontracting goal, outline the steps your company plans to take.)

[Company XXX] will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

_____

_____

_____

These steps will be negotiated with the contracting officer prior to approval of the plan. [Company XXX] understands that this subcontracting plan will be made a material part of the contract and that the submission of the SF 294 and SF 295 will be made a line item deliverable in the contract.

VII. REPORTING AND COOPERATION:

(For information purposes only. FAR 19.704(a)(10) requires your company to (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Reports for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.)

[Company XXX] agrees to: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit SF 294 and SF 295 in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.

Reports are to be submitted within 30 days after the close of each calendar period indicated below:

Calendar Period	Report Due	Date Due	Send Report To:
10/01—03/31	SF 294	04/30	Contracting Officer and Small Business Technical Advisor
04/01—09/30	SF 294	10/30	Contracting Officer and Small Business Technical Advisor
10/01—09/30	SF 295*	10/30	Contracting Officer, Small Business Technical Advisor, and Associate Administrator for The Office of Enterprise Development (OED)

***SF 295 shall also be submitted to the SBA Commercial Market Representative at the address provided by SBA (202-205-6475).**

[redacted]

VIII. RECORDKEEPING:

(For information purposes only. FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan.)

[Company XXX] will maintain at least the following types of records to demonstrate procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to:

A. Small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concern source lists, guides, and other data identifying such vendors.

B. Organizations contacted for small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business sources.

V. EQUITABLE OPPORTUNITY:

(For information purposes only. FAR 19.704(a)(8) requires a description of the efforts the contractor will make to ensure that small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small *business concerns will have an equitable opportunity to compete for subcontracts.)*

[Company XXX] will make every effort to ensure that small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

___ Contracting minority and small business trade associations

___ Contacting business development organizations

___ Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net) System

___ Attending small, minority, and women-owned small business procurement conferences and trade fairs

B. Internal efforts to guide and encourage purchasing personnel:

___ Presenting workshops, seminars and training programs

___ Establishing, maintaining and using small, hubzone small, small disadvantaged, and women-owned small business source lists, guides, and other data for soliciting subcontracts

___ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

_____

_____

_____

VI. CLAUSE INCLUSION AND FLOW DOWN:

(For information purposes only. FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of $500,000 ($1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan.")

[Company XXX] agrees to include the clause at FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontrac-ting opportunities, and that it will further require all subcontractors (except SB concerns), who receive subcontracts in excess of $500,000, ($1,000,000 for construction) to adopt a plan that complies with the requirements to the plan required by the clause at FAR 52.219-9, "Small Business Subcontracting Plan."

Duties: The Program Administrator shall have general overall responsibility for the Contractors subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties include, but are not limited to, the following activities:

1. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.
2. Developing and maintaining bidders' lists of small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns from all possible sources.
3. Ensuring periodic rotation of potential subcontractors on bidders' lists.
4. Assuring that small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
5. 5. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, hubzone small, small disadvantaged, women-owned small businesses, and veteran-owned small.
6. Reviewing subcontract solicitations to remove statements, clauses, etc. which might tend to restrict or prohibit small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business participation.
7. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.
8. Overseeing the establishment and maintenance of contact and subcontract award records.
9. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
10. Directly or indirectly counseling small, hubzone small, small disad-vantaged, women-owned small, and veteran-owned small business concerns on subcontracting opportunities and how to prepare bids to the company.
11. Providing notice to subcontractors concerning penalties for misrepresen-tations of business status as small, hubzone small, small disadvantaged, women-owned small, or veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
12. Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
13. Developing and maintaining an incentive program for buyers, that supports the subcontracting program.
14. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
15. Preparing and submitting timely reports.
16. Coordinating the company's activities during compliance review by Federal agencies.

C. *(For information purposes only. FAR 19.704(a)(4) requires a description of the method used to develop the subcontracting goals for small, hubzone small, small disadvantaged, and women-owned small business concerns. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns were determined; and how the capabilities of small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns were determined. Identify all source lists used in the determination.)*

[Company XXX] used the following method to develop the subcontracting goals:

_____
_____
_____
_____

D. *(For information purposes only. FAR 19.704(a)(5)requires a description of the method used to identify potential sources for solicitation purposes.)*

[Company XXX] identifies potential subcontractors using the following source lists and organizations:

_____
_____
_____
_____

E. *(For information purposes only. FAR 19.704(a)(6) requires a statement as to whether or not your company included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.)*

Indirect and overhead costs _____HAVE BEEN or _____HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. The indirect and overhead portion was based on the following:

_____
_____
_____
_____

IV. PROGRAM ADMINISTRATOR:

(For information purposes only. FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.)

Name:_____

Title:_____

Address:_____

Telephone:_____

Position:_____

5. **Planned subcontracting to small disadvantaged business concerns is:**

Base Contract: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

6. **Planned subcontracting to women-owned small business concerns is:**

Base Contract: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

7. **Planned subcontracting to veteran-owned small business concerns is:**

Base Contract: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

B. ***(For information purposes only. FAR 19.704(a)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small, hubzone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.)***

(Check all below that apply.)

The principal types of products and/or services that [Company XXX] anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size

Product/Service	Large	Small	HZSB	SDB	WOSB	VOSB

_____ INDIVIDUAL CONTRACT PLAN INCORPORATING MASTER PLAN: Master plans containing all the required elements of an individual contract plan, except goals, may be incorporated into individual contract plans providing the master plan has been approved. A master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

III. GOALS:

A. *(For information purposes only. FAR 19.704(a)(1) requires separate percentage goals for using small, hubzone small, small disadvantaged, and women-owned small business concerns as subcontractors, and (2) a statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small, hubzone small, small disadvantaged, and women-owned small business concerns. NOTE: The dollar amounts planned for subcontracting to SB, to HZSB, to SDB, to WOSB, and to VOSB must be expressed as percentages of the total subcontracting dollars as shown below.)*

[Company XXX] provides the following separate dollar and percentage goals for small, hubzone small, small disadvantaged, and women-owned small business concerns. These goals are a percentage of the total subcontracting dollars:

1. Estimated total dollars planned to be subcontracted; i.e. to all types of business concerns under this contract is:

Base Contract: $_____ _____100%_____

Option Period: $_____ _____100%_____

Option Period: $_____ _____100%_____

Option Period: $_____ _____100%_____

2. Planned subcontracting to large business concerns (those classified as other than small) is:

Base Contract: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

3. Planned subcontracting to all small business concerns (include hubzone small, small disadvantaged, and women-owned small businesses) is:

Base Contract: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

4. Planned subcontracting to hubzone small business concerns is:

Base Contract: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

Option Period: $_____ %_of total = _____

ATTACHMENT II
GUIDELINE FOR DEVELOPING A SMALL BUSINESS SUBCONTRACTING PLAN

[COMPANY XXX]

SMALL BUSINESS SUBCONTRACTING PLAN

(For information purposes only. The following outline meets the minimum requirements of Section 8(d) and the Federal Acquisition Regulation (FAR) Subpart 19.7. It is intended to be used as a guideline. It is not intended to replace any existing corporate plan which may be more extensive. If assistance is needed to locate small business sources, contact the Office of Enterprise Development at 18th and F Streets, NW, Washington, DC 20405 (Phone: (202) 501-1021 or Fax (202) 208-5938.)

(NOTE: OFFEROR IS TO REMOVE ALL INSTRUCTION LANGUAGE IN BRACKETS AND BLUE. THIS IS FOR YOUR INFORMATION ONLY. IT IS NOT PART OF THE SMALL BUSINESS SUBCONTRACTING PLAN.)

I. IDENTIFICATION DATA:

Company Name:_____

Address:_____

Solicitation or Contract Number:_____

Item/Service:_____

Estimated Contract Dollar Value (Include Options)_____

Commercial Products Plan Period:_____

Individual Contract Period: Base:_____

Option(s):_____

Date Prepared: _____

Plan Period: _____

II. TYPE OF PLAN: (Check only one)

_____ COMMERCIAL PRODUCTS PLAN: Plan used when the company sells large quantities of commercial off-the-shelf commodities to many Government agen-cies. Goals are negotiated on a company-wide basis. Plan is an annual plan effective during the company's fiscal year, approved by the first Federal agency awarding a contract for commercial products during the contractor's fiscal year, and is applicable to every additional Federal contract for commercial products awarded to that contractor during the contractor's same fiscal year. A new plan must be obtained and approved 30 days prior to the expiration of the current plan.

_____ INDIVIDUAL CONTRACT PLAN: Plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals which are based on the company's planned subcontracting and purchasing in support of the performance of a specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer:_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer:_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer:_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer:_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer:_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer:_____
e:mail:_____

REFERENCE: GSA ITS MAS

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____

Customer Name:_____
Name of Contract:_____
City/State:_____ Phone:_____
DUNS Numer;_____
e:mail:_____