TAB 23(a)

Successful Bids-Proposals

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, & 30

1. REQUISITION NUMBER: N/A

2. CONTRACT NO.: Upon execution, number will appear on Page 1A.

3. AWARD/EFFECTIVE DATE: Upon execution, date will appear on Page 1A.

4. ORDER NUMBER: N/A

5. SOLICITATION NUMBER: Refresh Number 2 7FXP-D4-01-0539-B

6. SOLICITATION ISSUE DATE: April 1, 2001

7. FOR SOLICITATION INFORMATION CALL→ a. NAME: Frank Lloce, 7FXPM-D4; Cheryl Goff, 7FXPI-S5

b. TELEPHONE NUMBER *(No collect calls)*: 817-978-4544; 817-978-8608

8. OFFER DUE DATE/ LOCAL TIME: N/A

9. ISSUED BY — CODE

GSA, General Products Center
Schedule Contracting Division (7FXP)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

Address offers to the address above.

Complete shaded boxes on this page.

10. THIS ACQUISITION IS: See Attachments
- ☐ UNRESTRICTED
- ☐ SET ASIDE: % FOR
- ☐ SMALL BUSINESS
- ☐ SMALL DISADV. BUSINESS
- ☐ 8 (A)

SIC: See Attachments

SIZE STANDARD: See Attachments

11. DOMESTIC DELIVERY: See Attachments

INTERNATIONAL DELIVERY: See Attachments

12. DISCOUNT TERMS: Minimum: Net 30 Days; Other: ____%____Days

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

13b. RATING

14. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE

To be shown on each order issued under any contract resulting from this solicitation.

16. ADMINISTERED BY — CODE

See attached Page 1A of any contract resulting from this solicitation.

17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS — CODE — FACILITY CODE

Jaycor Tactical Systems, Inc
6142 Nancy Ridge Drive
San Diego, CA 92121

877[redacted]-3773 858/638-0781 00-320-7003

TELEPHONE NO. FAX NO. DUNS

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

18a. PAYMENT WILL BE MADE BY — CODE

See Block 15.

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

Do not complete Blocks 19 through 24, see schedule of supplies/items/services in the products/services attachments.

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See Block 15

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: Indefinite

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 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: **See attached continuation page(s) beginning on Page 1A.**

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [redacted]

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): [redacted] VP/Operations

30c. DATE SIGNED: 10/11/01

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Upon execution, signature will appear on Page 1A.

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 CORRECT FOR

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 [redacted]

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

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, & 30

1. REQUISITION NUMBER: N/A

2. CONTRACT NO.: Upon execution, number will appear on Page 1A.

3. AWARD/EFFECTIVE DATE: Upon execution, date will appear on Page 1A.

4. ORDER NUMBER: N/A

5. SOLICITATION NUMBER: Refresh Number 2 7FXP-D4-01-0539-B

6. SOLICITATION ISSUE DATE: April 1, 2001

7. FOR SOLICITATION INFORMATION CALL→ a. NAME: Frank Lioce, 7FXPM-D4; Cheryl Goff, 7FXPI-S5

b. TELEPHONE NUMBER *(No collect calls)*: 817-978-4544; 817-978-8608

8. OFFER DUE DATE/ LOCAL TIME: N/A

9. ISSUED BY — CODE

GSA, General Products Center
Schedule Contracting Division (7FXP)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

Address offers to the address above.

Complete shaded boxes on this page.

10. THIS ACQUISITION IS: See Attachments
- ☐ UNRESTRICTED
- ☐ SET ASIDE: % FOR
- ☐ SMALL BUSINESS
- ☐ SMALL DISADV. BUSINESS
- ☐ 8 (A)

SIC: See Attachments

SIZE STANDARD: See Attachments

11. DOMESTIC DELIVERY: See Attachments

INTERNATIONAL DELIVERY: See Attachments

12. DISCOUNT TERMS: Minimum: Net 30 Days; Other: ____%____Days

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

13b. RATING

14. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE

To be shown on each order issued under any contract resulting from this solicitation.

16. ADMINISTERED BY — CODE

See attached Page 1A of any contract resulting from this solicitation.

17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS — CODE — FACILITY CODE

Jaycor Tactical Systems, Inc
3394 Carmel Mountain Rd
San Diego, CA 92121

858/720-4211 858/720-4201 00-320-7003

TELEPHONE NO. FAX NO. DUNS

☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

See Block 15.

Revised 10-11-01

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

Do not complete Blocks 19 through 24, see schedule of supplies/items/services in the products/services attachments.

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See Block 15

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: Indefinite

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 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: **See attached continuation page(s) beginning on Page 1A.**

30a. SIGNATURE OF OFFEROR/CONTRACTOR

[redacted]

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

Upon execution, signature will appear on Page 1A.

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

[redacted]

30c. DATE SIGNED: 5/25/01

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 CORRECT FOR

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

☐ CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

Jaycor Tactical Systems Incorporated's offer dated May 25, 2001, and revised October 11, 2001 and Final Proposal Revision dated November 1, 2001 under the continuous open-season Solicitation Number 7FXP-D4-01-0539-B, Solutions and More, for FSC Group 84, Law Enforcement and Security Equipment , are hereby accepted by the Government for the period December 1, 2001 through November 30, 2006, for Special Item Number 426-1D.

Most-Favored Customer: Award is based upon discounts granted to Jaycor Tactical System Incorporated's MFC identified as State, County, City and Local Governments.

The Jaycor Tactical Systems Incorporated Pepperball Factory Direct US Pricelist effective October 3, 2001 is hereby accepted as the basis for award.

The award is predicated upon the above-listed most favored customer; therefore, it is that customer upon which the Price Reduction Clause, 552.238-75, will be activated. The Economic Price Adjustment Clause 552.216-70 has been negotiated into the contract and applies to all items awarded herein.

The following price/discount relationship is hereby accepted for this award: Jaycor Tactical Systems Incorporated's price/discount relationship with the Government and with the Most Favored Customer, identified above shall remain, through out the contract period, no less favorable to the Government than at the conclusion of negotiations, that is: The Government's basic discount will remain through out the contract period, equal to the discount offered to the MFC.

The contract will be administered by the address shown in Block 9 of Page 1 except for the Industrial Funding Fee, and 72A-Report Sales. This function is delegated and will be administered by:

General Services Administration
Federal Supply Service
Contract Management Division (9FQ)
450 Golden Gate Avenue
San Francisco, CA 94102-3400

All GSA 72A sales will be reported on standard business quarters (i.e., January - March, April - June, July - September, and October - December). Your first 72A Report will be for the partial quarter beginning December 1, 2001 through Dec 30, 2001. Your first Industrial Funding Fee remittance will be due no later than Jan 30, 2002. Please remember that zero sales must also be reported. **Note: The contract number and reporting period must be entered on the IFF remittance check.**

Effective January 1, 1998, GSA 72A sales must be reported electronically via the Vendor Support Center Internet Website located at http://vendorsupport.fss.gsa.gov. You will receive detailed instructions regarding electronic reporting from the above-mentioned Contract Management office within the next few weeks.

This award consummates the contract, which consists of the Government's solicitation, your offer, and this award/contract. No further contractual document is necessary.

(b) (6) [redacted] 5/01

CONTRACTING OFFICER - UNITED STATES OF AMERICA

Pages 1B through 1D of this award reflect terms and conditions accepted at the time of award. As required in Clause I-FSS-600, Contract Price Lists, **the following information must also appear on the Cover Page Notices required by the clause.**

****

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: http://www.fss.gsa.gov.

Federal Supply Schedule 539 – Solutions & More
Law Enforcement & Security Equipment
FSC Class(es): 1365

Contract Number: GS-07F-0067M
For more information on ordering from Federal Supply Schedules,
click on the FSS Schedules button at http:www.fss.gsa.gov .

Contract Period: 12/01/01 through 11/30/06

CONTRACTOR: Jaycor Tactical Systems, Inc.
6142 Nancy Ridge Drive
Dan Diego, CA 92121
Ph: 877-887-3773
Fax: 858-638-0781

Business Size: Small

Contract Administration: Karen Buchholz

CUSTOMER INFORMATION:

1a. **Awarded Special Item Number(s):**

426-1D – Retraining Equipment

1b. **Lowest Priced Model Number for each Awarded Special Item Number(s):**

(Model Number and Price to be inserted by contractor prior to mailing)

2. MAXIMUM ORDER GUIDELINE: $ 200,000 per SIN 426-1D

This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: 1) Offer a new lower price, 2) Offer the lowest price available under the contract, or 3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. **MINIMUM ORDER LIMITATION:** $1.00

4. **GEOGRAPHIC COVERAGE:** 50 United States and Washington DC, Puerto Rico

5. **POINTS OF PRODUCTION:** San Diego County, San Diego

6. **BASIC DISCOUNT:** 0% Discount from Prices shown on the Pepperball Factory-Direct US Pricelist effective October 3, 2001.

7. **QUANTITY DISCOUNT:** As shown on the Pepperball Factory-Direct US Pricelist effective October 3, 2001.

8. **PROMPT PAYMENT TERMS:** Net 30 Days

9 a. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED.**

9b. **NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICROPURCHASE THRESHOLD.**

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** 30 Days ARO

11b. **EXPEDITED DELIVERY:** 14 Days ARO, plus expedited freight costs

11c. **OVERNIGHT/2-DAY DELIVERY:** Consult with Contractor

11d. **URGENT REQUIREMENTS:** Consult with Contractor

12. **FOB POINT:** FOB Origin

13. **ORDERING ADDRESS:** Same as Contractor's address

14 **PAYMENT ADDRESS:** Same as Contractor's address

15. **WARRANTY PROVISIONS:** Standard Commercial Warranty

16. **EXPORT PACKING CHARGES, IF APPLICABLE:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None**

18. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICROPURCHASE LEVEL): None**

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): None**

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): None**

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): None**

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE): None**

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE): None**

24. **ENVIRONMENTAL ATTRIBUTES, E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS.**

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 00-320-7003**

26. **NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Registered**

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.: 9000-0136
Expires: 9/30/98

This page reserved for use at time of award as applicable.

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 1999)

(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 postacceptance 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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the 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) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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) 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 includes all applicable Federal, State, and local taxes and duties~~. The contract price excludes all Federal, State, and local taxes and duties 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 taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1, State and Local Taxes; 52.229-3, Federal, State, and Local Taxes; and 52.229-5, Taxes—Contracts performed in U.S. Possessions or Puerto Rico which are incorporated herein by reference. For contracts covering overseas locations, see clause I-FSS-314, Foreign Taxes and Duties.

(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.

(t) The following clauses are incorporated by reference:

52.233-1	DISPUTES (DEC 1998)
52.202-1	DEFINITIONS (OCT 1995)
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)
52.203-3	GRATUITIES (APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—SEP 1999)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)
52.216-18	ORDERING (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.232-17	INTEREST (JUN 1996)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.242-13	BANKRUPTCY (JUL 1995)
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION—OCT 1984)
552.211-73	MARKING (FEB 1996)
552.211-74	CHARGES FOR MARKING (FEB 1996)
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996)
552.211-77	PACKING LIST (FEB 1996)
552.211-82	NOTICE OF SHIPMENT (FEB 1996)
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)
552.232-74	INVOICE PAYMENTS (SEP 1999)
552.246-73	WARRANTY—MULTIPLE AWARD SCHEDULE (MAR 2000)
C-FSS-425	WORKMANSHIP (OCT 1988)
D-FSS-469	PARTS (APR 1984)
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)
D-FSS-477	TRANSSHIPMENTS (APR 1984)
E-FSS-522	INSPECTION AT DESTINATION (MAR 1996)
F-FSS-772	CARLOAD SHIPMENTS (APR 1984)
G-FSS-906	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)
G-FSS-907	ORDER ACKNOWLEDGEMENT (APR 1984)
G-FSS-910	DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)
I-FSS-50	PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)
I-FSS-60	PERFORMANCE INCENTIVES (APRIL 2000)
I-FSS-140-B	URGENT REQUIREMENTS (JAN 1994)
I-FSS-249-B	DEFAULT (MAY 2000)
I-FSS-550-B	YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS (JAN 1999)
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)
I-FSS-918	IMPREST FUNDS (PETTY CASH) (MAY 2000)

ADDENDUM TO 52.212-4

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

__0__ percent increase

__0__ percent decrease

This increase or decrease shall apply to N/A.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [XX] 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

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

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

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

Material (If none, insert None)	Identification No.
Magnesium Oxide	1309-48-4
Fumed Silica	7631-86-9
Oleoresin Capsicum	8023-77-6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2000) (Local Deviation Jul 2000)

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:

(a) Provisions.

_____ 552.237-70 Qualifications of Offerors

Clauses.

__X__ 552.203-71 Restriction on Advertising

__X__ 552.211-73 Marking

_____ 552.215-70 Examination of Records by GSA

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

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

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

__*__ 552.228-70 Workers' Compensation Laws **(See Full Text Version in Attachment 27)**

_____ 552.229-70 Federal, State, and Local Taxes

__X__ 552.232-8 Discounts for Prompt Payment

__X__ 552.232-23 Assignment of Claims

_____ 552.232-71 Adjusting Payments

_____ 552.232-72 Final Payment

_____ 552.232-73 Availability of Funds

_____ 552.237-71 Qualifications of Employees

__*__ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List **(See Full Text Version in Basic Solicitation)**

__*__ 552.232-78 Payment Information **(See Full Text Version in Basic Solicitation)**

__*__ 552.238-74 Contractor's Report of Sales **(See Full Text Version in Basic Solicitation)**

__*__ 552.238-75 Price Reductions **(See Full Text Version in Basic Solicitation)**

_____ 552.242-70 Status Report of Orders and Shipments

* 552.243-72 Modifications (Multiple Award Schedule) **(See Full Text Version in Basic Solicitation)**

__X__ 552.246-73 Warranty—Multiple Award Schedule

_____ 552.246-76 Warranty of Pesticides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

552.216-72 PLACEMENT OF ORDERS (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

552.216-73 ORDERING INFORMATION (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 [X] 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.

Jaycor Tactical Systems, Inc 877-887-3773
[redacted] FAX: 858- 638-0236 Ext 107
6142 Nancy Ridge Rd. -mail: [redacted]
San Diego, CA 92121

(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.

FAX: 858-638-0781
Confirmation telephone: 877-887-3773

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

Jaycor Tactical Systems, Inc
Attn: [redacted]
6142 Nancy Ridge Rd
San Diego, CA 92121

(b) (6) [redacted]

(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.

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

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.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)

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(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.

Jaycor Tactical Systems, Inc 877-887-3773
Attn: [redacted] FAX: 858-720-4201
3394 Carmel Mountain Rd e-mail: [redacted]
San Diego, CA 92121

(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.

FAX: 858-720-4201
Confirmation telephone: 858-720-4211

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

Jaycor Tactical Systems, Inc
Attn: [redacted]
3394 Carmel Mountain Rd
San Diego, CA 92121

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

YES [ ] NO [X]

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.

552.223-72 HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN)/item the following information:

NSN/ITEM	DOT SHIPPING NAME	DOT HAZARD CLASS	DOT LABEL REQUIRED
N/A			Yes [ ] No [ ]
			Yes [ ] No [ ]
			Yes [ ] No [ ]

552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (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.

552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at http://ww.finance.gsa.gov. The Contractor may register at the site and review its record of payments. This site provides information only payments made by GSA, not by other agencies.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999)

(b) (6) [redacted]

(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.

552.223-72 HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN)/item the following information:

NSN/ITEM	DOT SHIPPING NAME	DOT HAZARD CLASS	DOT LABEL REQUIRED
N/A			Yes [ ] No [ ]
			Yes [ ] No [ ]
			Yes [ ] No [ ]
			Yes [ ] No [ ]

552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (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.

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(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.

552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at http://www.finance.gsa.gov. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999)

(a) Definition. For the purposes of this clause, the Mailing List is (see product/services attachments for mail list codes).

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

(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.

552.238-73 CANCELLATION (SEP 1999)

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

552.238-74 CONTRACTOR'S REPORT OF SALES (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).

(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.

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.

552.238-75 PRICE REDUCTIONS (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.

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.

552.238-76 INDUSTRIAL FUNDING FEE (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. 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 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).

(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.

552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)

(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.

(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.

(iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) 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).

(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.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), Offerors Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.

(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. 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.

(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. ~~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.

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

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

None. 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

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

Product	Standard

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

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

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

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

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

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

C-FSS-427 ANSI/ASTM STANDARDS (JUL 1991) (Local Deviation Feb 2000)

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 (Telephone: (212) 642-4900).

ASTM standards cited in this solicitation may be obtained from the American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959. Telephone 610-832-9585, Fax: 610-832-9555, Web Site: www.astm.org, email: service@astm.org. Please note, ASTM charges for their services.

D-FSS-465 EXPORT PACKING (APR 1984)

(a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial and/or Government export packing. Government export packing, if offered, shall be in accordance with the applicable specifications for the commodity as specified in the purchase order. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

(b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

E-FSS-516 PRODUCTION POINT AND INSPECTION INFORMATION (MAR 1990)

Offerors shall insert the following information for each item offered in the spaces provided below:

ITEM NO(S).	NAME OF MANUFACTURER	PRODUCTION POINT— NAME, ADDRESS (Including County), and TELEPHONE NUMBER	INSPECTION POINT (If other than Production Point)
Please see attachment.			

F-FSS-202-F DELIVERY PRICES (APR 1984) (Applicable to Overseas Delivery only)

Prices offered must cover delivery to destinations as provided below:

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

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

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

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

_____

_____

_____

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

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

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

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

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (MAY 2000) (Local Deviation Jun 2000)

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.

(b) (6) [redacted]

Pages 16 and 17, E-FSS-516
Attachment 2

Item	Manufacturer	Production Point
PS-SA200	Jaycor Tactical Systems	Jaycor Tactical Sys.
PS-RIOT 450	Jaycor Tactical Systems	6142 Nancy Ridge Dr
PS-RIOT 850	Jaycor Tactical Systems	San Diego, CA 92121
PS-SA8	Jaycor Tactical Systems	San Diego County
PL-SA200	Tippman Pheumatics	877-887-3773
PL-SA8	Airgun Designs	
PP-R90C	Perfect Circle Paintball	(note: Production
PP-R375C	Perfect Circle Paintball	and Inspection Point
PP-R750C	Perfect Circle Paintball	is the same for all
PP-R1K5CB	Perfect Circle Paintball	items)
PP-R3KB	Perfect Circle Paintball	
PP-R15KB	Perfect Circle Paintball	
PP-P375C	Perfect Circle Paintball	
PP-P750C	Perfect Circle Paintball	
PP-P1K5CB	Perfect Circle Paintball	
PP-P3KB	Perfect Circle Paintball	
PP-P15KB	Perfect Circle Paintball	
PP-W375C	Perfect Circle Paintball	
PP-W750C	Perfect Circle Paintball	
PP-W1K5CB	Perfect Circle Paintball	
PP-W3KB	Perfect Circle Paintball	
PP-W15KB	Perfect Circle Paintball	
PP-DM90	Perfect Circle Paintball	
PP-DM375	Perfect Circle Paintball	
PP-DM750C	Perfect Circle Paintball	
PP-DM1500	Perfect Circle Paintball	
PP-DM3000	Perfect Circle Paintball	
PP-DM15000	Perfect Circle Paintball	
PP-GS10	Engineering Labs., Inc	
PP-GS100	Engineering Labs., Inc	
PP-GS500	Engineering Labs., Inc	
PP-GS1000	Engineering Labs., Inc	
PTRAIN	Jaycor Tactical Systems	
PT-SATP	Jaycor Tactical Systems	
PA-HPA	Hose Shop LTD	
PA-HPA-47	Hose Shop LTD	
PA-HPA-68	Air Concepts Industries	
PA-SCON	Jaycor Tactical Systems	
PA-FA	Hose Shop LTD	
PA-ATK	Cramer Decker Industries	
PA-SCUBA	Global Manufacturing Corp	
PA-SCBA-K	Jaycor Tactical Systems	
PA-Co2-100	Zandy Innovations	

(b) (6) [redacted]

(Continued)
page two

Item	Manufacturer	Production Point
PA-H200-CL	National Paintball	Jaycor Tactical Sys.
PA-H100-CL	National Paintball	6142 Nancy Ridge Dr
PA-HCL200	Brass Eagle Inc	San Diego, CA 92121
PA-SPEED	JT USA Inc.	San Diego County
PA-T10-10	National Paintball	877-887-3773
PA-TRIOT 450	Jaycor Tactical Systems	
PA-TRIOT 850	Jaycor Tactical Systems	(note: Production
PA-RV4	Brass Eagle Inc	and Inspection Point
PA-RVG	Brass Eagle Inc	is the same for all
PA-SUSP	Brass Eagle Inc	items.)
PA-HPCOIL	Hose Shop LTD	
PM-or-10	Air Concepts Industries	
PM-OR-1000	Air Concepts Industries	
PM-OR-FA	Cal State Seals	
PM-LO-S	Air Concepts Industries	
PA-OMK-SA20	Jaycor Tactical Systems	
PA-OMK-SA8	Air Gun Design	
PC-SCR200	Bagmaster MFG DOC	
PC-SCP	Double Triple Trading	
PC-P1700	Botach Tactical Systems	
PC-P1550	Botach Tactical Systems	
PA-TB-TPA	National Paintball	
PA-SLING	I.B.D. Products	
PA-LSRI	Daisy Manufacturing	
PA-9VB	McMaster Carr	

(b) (6)

ITEM NO(S).	NAME OF MANUFACTURER	PRODUCTION POINT— NAME, ADDRESS (Including County), and TELEPHONE NUMBER	INSPECTION POINT (If other than Production Point)

This above information is available to the Government upon special request. This information is Jaycor Tactical Systems, Inc Proprietary and is considered by Jaycor Tactical Systems, Inc to be a trade secret. None of the manufacturers, producers or inspectors of these products are foreign-owned or located outside of the U.S.A.

F-FSS-202-F DELIVERY PRICES (APR 1984) (Applicable to Overseas Delivery only)

Prices offered must cover delivery to destinations as provided below:

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

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

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

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

Delivery charges will apply to overseas delivery.

Deleted 10-11-01

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

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

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

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

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (MAY 2000) (Local Deviation Jun 2000)

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.

Item	Manufacturer	Address	Phone	County
PS-SA200	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PS-RIOT 450	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PS-RIOT 850	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PS-SA8	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PL-SA200	Tippman Pheumatics✓	3518 Adams Center Rd., Ft. Wayne, IN 46806	219-749-6022	Allen
PL-SA8	Airgun Designs✓	804 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R90C	Perfect Circle Paintball✓	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R375C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R1K5CB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R3KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R15KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P375C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P1K5CB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P3KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P15KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W375C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W1K5CB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W3KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W15KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM90	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM375	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM1500	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM3000	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM15000	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-GS10	Engineering Labs., Inc✓	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland
PP-GS100	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland
PP-GS500	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland

(b) (6) [redacted]

PP-GS1000	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland
PTRAIN	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PT-SATP	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PA-HPA	Hose Shop LTD	33W963 Bolz Road., Albonquin, IL 60102	847-426-0007	Kane
PA-HPA-47	Hose Shop LTD	33W963 Bolz Road., Albonquin, IL 60102	847-426-0007	Kane
PA-HPA-68	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L. A.
PA-SCON	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PA-FA	Hose Shop LTD	33W963 Bolz Road., Albonquin, IL 60102	847-426-0007	Kane
PA-ATK	Cramer Decker Industries	3 Chrysler, Irvine, CA 92618	800-347-9766	Orange
PA-SCUBA	Global Manufacturing Corp	1829 S. 68th Street. West Allis, WI 53214	414-774-1616	Milwaukee
PA-SCBA-K	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PA-Co2-100	Zandy Innovations	721 Hamlin Drive, Ococee, FL 34761	407-321-2700	Seminole
PA-H200-CL	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-H100-CL	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-HCL200	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-SPEED	JT USA Inc.	515 Otay Valley Rd., Chula Vista, CA 91911	800-854-2188	San Diego
PA-T10-10	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-TRIOT 450	Jaycor Tactical Systems	6142 Nancy Ridge Drive., San Diego, CA 92121	877-887-3773	San Diego
PA-TRIOT 850	Jaycor Tactical Systems	6142 Nancy Ridge Drive., San Diego, CA 92121	877-887-3773	San Diego
PA-RV4	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-RVG	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-SUSP	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-HPCOIL	Hose Shop LTD	33W963 Bolz Road, Algonquin, IL 60102	847-426-0007	Kane
PM-or-10	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L. A.
PM-OR-1000	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L. A.
PM-OR-FA	Cal State Seals	2325 Vineyard Ave., Escondido, CA 92029	800-696-6165	San Diego
PM-LO-S	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L.A.
PA-OMK-SA20	Jaycor Tactical Systems	6142 Nancy Ridge Drive., San Diego, CA 92121	877-887-3773	San Diego
PA-OMK-SA8	Air Gun Design	804 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PC-SCR200	Bagmaster MFG DOC	2731 Sutton Ave., St Louis, MO 63143	800-950-8181	St Louis
PC-SCP	Double Triple Trading	PO Box 5425, Buena Park, CA 90622	800-649-8546	Orange
PC-P1700	Botach Tactical Systems	3423 W. 43rd Place, Los Angeles, CA 90008	323-294-5555	L. A.
PC-P1550	Botach Tactical Systems	3423 W. 43rd Place, Los Angeles, CA 90008	323-294-5555	L.. A.
PA-TB-TPA	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-SLING	I.B.D. Products	1090 W. Edmunsdon Ave, Morgan Hill, CA 95037	408-779-5534	L.A.
PA-LSRI	Daisy Manufacturing	400 W. Stribling, Rogers, AR 72756	[redacted]	[redacted]
PA-9VB	McMaster Carr	9630 Norwalk Blvd., Santa Fe Springs, CA 90670		

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (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) Domestic:

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 6142 Nancy Ridge Drive, Suite 101, San Diego, CA

ZIP CODE 92121

TELEPHONE NO. (877-887-3773) FAX NO. 858-638-0781

E-MAIL ADDRESS [redacted]

(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 _____

_____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Please note that the contract administrator named in this contract is responsible for overall compliance with contract clauses, including 552.238-74, Contractor's Report of Sales, and 552.238-76, Industrial Funding Fee. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for compliance in these areas. Therefore, any contract compliance issues, including those concerning compliance with clauses 552.238-74 and 552.238-76 may be addressed directly to the contract administrator.

(a) Offerors are required to designate a person to be contacted for prompt contract administration.

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

ZIP CODE 92121

TELEPHONE NO. (858) 877-887-3773 FAX NO. 858- 638-0781

Please furnish the following information for individual(s) responsible for submission of the **GSA Form 72A Contractor's Report of Sales (Reference Clause 552.238-74)**:

NAME [redacted]

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

TELEPHONE NO. (858) 638-0236 FAX NO. 858-638-0781

Please furnish the following information for individual(s) responsible for submission of, and/or questions concerning the **Industrial Funding Fee remittances (Reference Clause 552.238-76)**:

NAME [redacted]

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

TELEPHONE NO. (858) 638-0236/107 FAX NO. 858 / 638-0781

(b) Offerors are required to designate a person located in the **overseas areas** covered by this contract to be contacted for prompt contract administration. **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 N/A

TITLE

ADDRESS

TELEPHONE NO. ( ) FAX NO.

G-FSS-903 E-MAIL AND WEBSITE URL ADDRESS(ES) (JUL 2000)

Offerors are requested to insert in the spaces below an e-mail address. The e-mail address must be where Government inquiries shall be directed. If your company uses multiple customer e-mail addresses for specific purposes, all such addresses should be included.

[redacted]

Please note that the contract administrator named in this contract is responsible for overall compliance with contract clauses, including 552.238-74, Contractor's Report of Sales, and 552.238-76, Industrial Funding Fee. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for compliance in these areas. Therefore, any contract compliance issues, including those concerning compliance with clauses 552.238-74 and 552.238-76 may be addressed directly to the contract administrator.

(a) Offerors are required to designate a person to be contacted for prompt contract administration.

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 3394 Carmel Mountain Rd., San Diego, CA

ZIP CODE 92121

TELEPHONE NO. (858) 720-4211 FAX NO. 858-720-4201

Please furnish the following information for individual(s) responsible for submission of the **GSA Form 72A Contractor's Report of Sales (Reference Clause 552.238-74)**:

NAME [redacted]

ADDRESS 3394 Carmel Mountain Rd., San Diego, CA 92121

TELEPHONE NO. (858) 720-4211 FAX NO. 858/ 720-4201

Please furnish the following information for individual(s) responsible for submission of, and/or questions concerning the **Industrial Funding Fee remittances (Reference Clause 552.238-76)**:

NAME [redacted]

ADDRESS 3394 Carmel Mountain Rd., San Diego, CA 92121

TELEPHONE NO. (858) 720-4211 FAX NO. 858/720-4201

(b) Offerors are required to designate a person located in the **overseas areas** covered by this contract to be contacted for prompt contract administration. **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 N/A

TITLE

ADDRESS

TELEPHONE NO. ( ) FAX NO.

I-FSS-903 E-MAIL AND WEBSITE URL ADDRESS(ES) (JUL 2000)

Offerors are requested to insert in the spaces below an e-mail address. The e-mail address must be where Government inquiries shall be directed. If your company uses multiple customer e-mail addresses for specific purposes, all such addresses should be included.

This information is optional and will be utilized in Federal Supply Services' Schedule E-Library and to communicate with the [redacted]ractor.

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

E-MAIL ADDRESS(ES) [redacted]

WEBSITE URL ADDRESS(ES) www.pepperball.com

TELEPHONE NO. (877) 887-3773

FOR OFFICIAL USE ONLY

GSA Contract Number_____

Schedule Number_____

Contracting Officer's name, e-mail address, phone number, fax number

_____

_____

[redacted]FSS-913 CONTRACTOR'S BILLING RESPONSIBILITIES (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.

(b) (6) [redacted]

This information is optional and will be utilized in Federal Supply Services' Schedule E-Library and to communicate with the Contractor.

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 3394 Carmel Mountain Rd., San Diego, CA 92121

E-MAIL ADDRESS(ES) [redacted]

WEBSITE URL ADDRESS(ES)

TELEPHONE NO. (877) 887-3773

FOR OFFICIAL USE ONLY

GSA Contract Number

Schedule Number

Contracting Officer's name, e-mail address, phone number, fax number

Released 10-11-01

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

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

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

rtify 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.

N/A
Name

Date

G-FSS-914-A CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (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:

Jaycor Tactical Systems, Inc
6142 Nancy Ridge Road
San Diego, CA 92121

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.

EASE 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.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (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.

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (MAR 2000)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico and Washington, DC; and to a CONUS port or consolidation point for orders received from overseas activities.

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

Offerors are requested to check one of the following boxes:

☐ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

☐ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

(b) (6) [redacted]

CERTIFICATION

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

N/A
Name

Date

G-FSS-914-A CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (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:

Jaycor Tactical Systems, Inc
3394 Carmel Mountain Rd
San Diego, CA 92121

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.

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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.

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

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

[X] Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

[ ] Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

10-11-01

☒ Contractor will provide domestic delivery only.

Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

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

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card. If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery with 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS–106, Guaranteed Minimum, contained elsewhere in this contract.

NOTE: If the above clause, I-FSS-103, is present in a products/services attachment, the clause in the attachment will take precedence over the clause in the basic solicitation.

I-FSS-106 GUARANTEED MINIMUM (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.

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

The following clauses apply to overseas coverage.

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

NOTE: If FOB Origin applies to overseas coverage use clause 52.247-29, FOB Origin, in lieu of clause 52.247-34.

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

(b) (6) [redacted]

☐ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

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(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS–106, Guaranteed Minimum, contained elsewhere in this contract.

NOTE: If the above clause, I-FSS-103, is present in a products/services attachment, the clause in the attachment will take precedence over the clause in the basic solicitation.

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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.

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(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.

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52.247-39	FOB Inland Point, Country of Importation
C-FSS-412	Characteristics of Electric Current
D-FSS-471	Marking and Documentation Requirements Per Shipment
D-FSS-477	Transshipments
F-FSS-202-F	Delivery Prices
I-FSS-314	Foreign Taxes and Duties
I-FSS-594	Parts and Service

NOTE: If FOB Origin applies to overseas coverage use clause 52.247-29, FOB Origin, in lieu of clause 52.247-34.

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

10-11-01

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

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

I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (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.)

(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).

(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.

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

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

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

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

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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

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

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990) (Applicable to Overseas Delivery only)

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.

I-FSS-594 PARTS AND SERVICE (OCT 1988) (Applicable to Overseas Delivery only)

(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

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

I-FSS-597 GSA *ADVANTAGE!*™ (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.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

I-FSS-598 CENTRAL CONTRACTOR REGISTRATION (CCR) (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-FSS-600, Contractor Price Lists, for additional information regarding CCR.)

I-FSS-599 ELECTRONIC COMMERCE—FACNET (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!*™.

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

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

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

(iii) Use the Federal IMPAC VISA.

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

I-FSS-600 CONTRACT PRICE LISTS (SEP 2000)

(a) Electronic Contract Data.

(1) The Contractor will be provided a vendor start-up kit with 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!*™ for further information.

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

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site linking to the contractor's Federal supply Services' price list. The identifier URL is located at http://www.fss.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included.

(b) Paper Federal Supply Schedule Price Lists. **(This price list is not required to be completed until the contract is awarded)**

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

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

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

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

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

(i) GENERAL SERVICES ADMINISTRATION

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

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

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

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

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

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

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

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

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold.

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

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

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

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

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

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

12. F.o.b. point(s).

13. Ordering address(es).

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

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

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

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

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

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

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

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants.

25. Data Universal Number System (DUNS) number.

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

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

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

(6) A list of customer addresses who are interested in receiving the Federal Supply Schedule Price List will be furnished in the following manner (as specified by the Contracting Officer): (At the Contractor's request, more than one copy of the mailing list will be provided, for a fee.)

_X_ Automatically with the notification of contract award.

___ Only 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 (not available)

___ Gummed Label

X 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

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

(8) Distribution to the customer mailing list supplied by GSA must be made as set forth in paragraphs (c), (d), and (e) of clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. In addition, one copy of the Federal Supply Schedule Price List must be submitted to the FSS Information Center. The Contractor may also send Federal Supply Schedule Price Lists to agencies not on the GSA listing when there is reasonable expectation that sales to these agencies will be made.

(9) The customer mailing list (identified by code) applicable to commodities that are included in this solicitation and the approximate number of price lists needed for distribution to addressees are listed below for the offeror's information.

MAILING LIST CODE	COMMODITY GROUP	APPROX. NO. OF COPIES

See products/services attachments for mailing list codes, commodity groups, and approximate number of copies.

I-FSS-639 CONTRACT SALES CRITERIA (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).

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

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

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

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

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.

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

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

I-FSS-966 MULTIPLE AWARD SCHEDULE PRICE REDUCTION AND ECONOMIC PRICE ADJUSTMENT CLAUSE (DEC 1987)

Negotiations on multiple award schedule contracts are normally conducted on the basis of discounts from an established commercial pricelist from which substantial sales are made to the general public at the published prices. Accordingly, paragraph (b) of the Price Reduction clause requires certain actions based on changes in the discounts and commercial pricelists. Similarly, price increases allowed under the Economic Price Adjustment clause are triggered by the commercial pricelist used in negotiation of the Government contract. When evaluation, negotiation, and award are based on factors other than discounts from an established commercial price list, paragraph (b) of the Price Reduction clause and the entire Economic Price Adjustment clause are inapplicable and therefore are deleted from the contract.

END OF ADDENDUM TO 52.212-4

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2000) (Local Deviation Aug 2000)

(a) The Contractor shall 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 shall 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:

__X__ (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) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999)

_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

_____ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (ii) Alternate I to 52.219-5.

_____ (iii) Alternate II to 52.219-5.

__X__ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

__*__ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4))**(See Full Text Version in Attachment 26)**

__*__ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14))**(See Full Text Version in Attachment 26)**

_____ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

_____ (ii) Alternate I of 52.219-23.

_____ (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__X__ (11) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__X__ (12) 52.222-26, Equal Opportunity (E.O. 11246).

__X__ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

__X__ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

__X__ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

_____ (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

_____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_____ (17) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a-10d).

_____ (18) (i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

_____ (ii) Alternate I of 52.225-3.

_____ (iii) Alternate II of 52.225-3.

__X__ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__*__ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129)**(See Full Text Version in Basic Solicitation)**

_____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

_____ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

__X__ (23) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).

_____ (24) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).

__X__ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

_____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

_____ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

_____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.)(**See Full Text Version in Attachment 27**)

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__*__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)(**See Full Text Version in Attachment 27**)

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

_____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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

(1) The Comptroller General of the United States, 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.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) 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);

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

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

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2000)

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

(a) Provisions.

__*__ 552.223-72 Hazardous Material Information **(See Full Text Version in Basic Solicitation)**

(b) Clauses.

__X__ 552.223-70 Hazardous Substances

__X__ 552.223-71 Nonconforming Hazardous Material

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

__X__ 552.238-72 Identification of Energy-Efficient Office Equipment and Supplies Containing Recovered Materials or Other Environmental Attributes

__*__ 552.238-76 Industrial Funding Fee **(See Full Text Version in Basic Solicitation)**

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2000) (Local Deviation Oct 2000)

North American Industry Classification System (NAICS) code for this acquisition is (The product/services attachments will indicate applicable NAICS codes). The small business size standard (The product/services attachments will indicate small business size standard.) However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation. Offers must be submitted on the SF 1449 and shall include all subsequent pages following this form.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Late modifications and revisions of offers.

(1) Offerors are responsible for submitting any modifications and revisions so as to reach the Government office designated in the solicitation by the time specified.

(2) Any modification or revision received at the Government office designated in the solicitation after the exact time specified in the Government's request is "late" and will not be considered.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) Offers may be withdrawn by written notice received at any time before award.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i)Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at http://assist.daps.mil.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding $25,000.) 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. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, 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.

(k) The following clauses are incorporated by reference:

52.222-3	CONVICT LABOR (AUG 1996)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
A-FSS-41	INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)
52.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

ADDENDUM TO 52.212-1

CI-FSS-2 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996)

Offerors are requested to submit 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.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-priced with an economic price adjustment, indefinite delivery, indefinite quantity, contract resulting from this solicitation.

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000) (Local Deviation Dec 2000)

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

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

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

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

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

A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988)

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: The following attachments contain Small Business Set-Aside SINs:

Attachment 3 – Material Handling Equipment	SIN 361-1
Attachment 8 – Above Ground Storage Tanks	SINs 361-20A/B, 361-21A/B, 361-22A/B & 361-23
Attachment 10 – Power Distribution Equipment, Generators, & Batteries	SIN 412-8
Attachment 15 – Food Service Equipment	SINs 302-34, 302-42, & 302-46
Attachment 18 – Park & Outdoor Recreational Equipment	SINs 192-37b & 192-37d
Attachment 25 – Trophies, Awards, & Promotional Items	SINs 402-5 & 402-6

FSS-35 EXCEPTIONS TO CLAUSE 52.225-5, TRADE AGREEMENTS (DEC 2000)

Clause 52.225-5, Trade Agreements, and its companion certification provision (52.225-6, Trade Agreements Certificate) which are included elsewhere in this solicitation, are applicable to all items in this solicitation EXCEPT the following:

Attachment 3 – Material Handling Equipment	SIN 361-1
Attachment 8 – Above Ground Storage Tanks	SINs 361-20A/B, 361-21A/B, 361-22A/B & 361-23
Attachment 10 – Power Distribution Equipment, Generators, & Batteries	SIN 412-8
Attachment 15 – Food Service Equipment	SINs 302-34, 302-42, & 302-46
Attachment 18 – Park & Outdoor Recreational Equipment	SINs 192-37b & 192-37d
Attachment 25 – Trophies, Awards, & Promotional Items	SINs 402-5 & 402-6

52.233-2 SERVICE OF PROTEST (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:

GSA, General Products Center
Attn: Frank Lioce, Contracting Officer
MWR Products Contracting Division (7FXPM-D4)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

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

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (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.

(Revised)
10/17/01

552.212-70 - Preparation of Offer (Multiple Award Schedule)

(c) (1) Two copies of price sheet dated 10/3/01. (Note: price list is two pages)

(3) All prices shown on our price list dated 10/3/01 are complete; no added discounts apply. There are no prompt payment discounts, quantity/dollar volume discounts, blanket purchase order discounts, or purchase option credits.

(b) (6)

[redacted]

(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.

52.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

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

G-FSS-920 ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (MAY 2000)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the prices in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate).

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.) All phone numbers are the same, see extentions for each.

(b) (6) [redacted] ing, Ext 104/ [redacted]

[redacted] Ext 142/

Ext 118/

(b) (6) [redacted]

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

[redacted]

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

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

CONTRACTOR NAME: _____

DATE: _____

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

L-FSS-7FXG-101 FINAL REVISED PROPOSAL (AUG 1998)

(a) Upon the conclusion of discussions the Contracting Officer will request a "final revised proposal." Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final revised proposal;

(3) The specified receipt date;

(4) A statement that any modification proposed as a result of the final revised proposal must be received by the date specified, and modifications received after the time specified will not be considered.

(c) The Contracting Officer will not reopen discussions after receipt of final revised proposal unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final revised proposal.

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

END OF ADDENDUM TO 52.212-1

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2000) (ALTERNATE III—OCT 2000)

(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 NAICS code designated.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service—disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"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 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.

"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.

) *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: 33-0925906.

☐ 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 _____.

(b) (6)

"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.

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: 33-0925906.

☐ 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 _____.

reused 10-11-01

(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 XX 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, XX 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, XX 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, XX 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, XX 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) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
☐ 50 or fewer	☐ $1 million or less
☐ 51-100	☐ $1,000,001-$2 million

☐ 101-250	☐ $2,000,001-$3.5 million
☐ 251-500	☐ $3,500,001-$5 million
☐ 501-750	☐ $5,000,001-$10 million
☐ 751-1,000	☐ $10,000,001-$17 million
☐ Over 1,000	☐ Over $17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(10) Reserved.

(11) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that—

(b) (6)

☐ 101-250	☐ $2,000,001-$3.5 million
☐ 251-500	☐ $3,500,001-$5 million
☐ 501-750	☐ $5,000,001-$10 million
☐ 751-1,000	☐ $10,000,001-$17 million
☐ Over 1,000	☐ Over $17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(10) Reserved.

(11) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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— Affirmative Action Plan is currently being written and reviewed by our legal team. Company currently has less than 50 employees.

(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) *Buy American Act—Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Balance of Payments Program—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act—Balance of Payments Program—Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program":

Canadian End Products:

Line Item No.
N/A

(List as Necessary)

(3) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate II (Feb 2000).* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(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."

(ii) 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
N/A	

(List as Necessary)

(iii) 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.

(h) *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.

S-7FXPM-001 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (FEB 1999)

(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 [X] submitted the most recent report required by 38 U.S. C. 4212(d). Company plans to comply, currently has less than 50 employees and no contract sales.

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

Questions regarding the Veterans Report Requirements program should be referred to the Department of Labor at 703-461-2460. There are two web sites which offerors can access for information on the program:

http://www.dol.gov/dol/vets/public/programs/fact/vet97-5.htm
http://vets100.cudenver.edu/vets100.asp

Offers must complete and return the basic solicitation and all attachments applicable to the products/services which they intend to offer. Do not return Attachment 29. This attachment is for your files. The basic solicitation, applicable attachments, and your commercial price list constitute the complete offer which is submitted for evaluation. Check attachments submitted with basic solicitation.

- [ ] Attachment 1 – Marine Craft & Equipment
- [ ] Attachment 2 – Wheel & Track Vehicles
- [ ] Attachment 3 – Material Handling Equipment
- [ ] Attachment 4 – Fire-fighting & Rescue Equipment
- [ ] Attachment 5 – Water Purification & Sewer Treatment Equipment
- [ ] Attachment 6 – Automotive Maintenance & Repair Shop Equipment
- [ ] Attachment 7 – Prefabricated Structures
- [ ] Attachment 8 – Above Ground Storage Tanks
- [ ] Attachment 9 – Construction & Building Materials
- [ ] Attachment 10 – Power Distribution Equipment, Generators, & Batteries
- [ ] Attachment 11 – Solar Energy Systems & Lighting Products
- [ ] Attachment 12 – Alarm & Signal Systems
- [ ] Attachment 13 – Chemicals & Chemical Products
- [ ] Attachment 14 – Recycling Collection Containers & Specialty Waste Receptacles
- [ ] Attachment 15 – Food Service Equipment
- [ ] Attachment 16 – Musical Instruments, Audio & Video Equipment
- [ ] Attachment 17 – Athletic Clothing & Recreational Equipment
- [ ] Attachment 18 – Park & Outdoor Recreational Equipment
- [ ] Attachment 19 – Indoor/Outdoor Store
- [ ] Attachment 20 – Cleaning Equipment & Supplies
- [ ] Attachment 21 – Special Purpose Clothing
- [X] Attachment 22 – Law Enforcement & Security Equipment
- [ ] Attachment 23 – Toiletries, Personal Care Items, & Bed Linens
- [ ] Attachment 24 – Signs & Display Systems
- [ ] Attachment 25 – Trophies, Awards, & Promotional Items
- [ ] Attachment 26 – Small Business Subcontracting/Plan **(Must be completed by large business offerors with an estimated 5-year contract value greater than $500,000)**
- [ ] Attachment 27 – Commercial Services Subject to the Service Contact Act
- [ ] Attachment 28 – Reserved for future use.

Attachment 29 – Clauses Incorporated-by-reference **(Do not return this attachment)**
Attachment 30 – Schedule 539 SAM Modifications/Addition of Items or Requests for EPAs **(For use after contract award)**
Attachment 31 – Schedule 539 SAM Modifications/Addition of Overseas Delivery to Existing Contracts **(For use if Overseas Delivery not initially awarded)**

NOTE: The following attachments contain Small Business Set-Aside SINs:

Attachment 3 – Material Handling Equipment	SIN 361-1
Attachment 8 – Above Ground Storage Tanks	SINs 361-20A/B, 361-21A/B, 361-22A/B & 361-23
Attachment 10 – Power Distribution Equipment, Generators, & Batteries	SIN 412-8

Attachment 15 – Food Service Equipment	SINs 302-34, 302-42, & 302-46
Attachment 18 – Park & Outdoor Recreational Equipment	SINs 192-37b & 192-37d
Attachment 25 – Trophies, Awards, & Promotional Items	SINs 402-5 & 402-6

The basic solicitation must be submitted with this attachment to constitute a complete offer.

FSC GROUP 84
LAW ENFORCEMENT & SECURITY EQUIPMENT

FSC CLASS(ES): 1365, 2340, 2540, 3690, 4240, 5120, 5130, 5340, 5820, 5840, 5855, 5865, 5965, 6230, 6350, 6545, 6546, 6630, 6640, 6650, 6665, 6675, 6920, 7125, 7520, 8415, 8465, 8470.

Special Item Number	SIC Code	Small Business Size Standard	NAICS
426-1A	3199	500	316999
426-1B	2389	500	315999
426-1C	2389	500	315999
426-1D	3429	500	332999
426-1G	3423	500	332212
426-2A	3199	500	316999
426-3A	3669	750	33429
426-3B	5013	500	44131
426-3C	3429	500	332999
426-3D	3751	500	336991
426-4C	3827	500	333314
426-4D	3826	500	334516
426-4E	3569	500	333999
426-4G	2542	500	337215
426-4H	3663	750	33422
426-4J	3949	500	33992
426-4K	3829	500	334519
426-4L	3999	500	339999
426-4M	3826	500	334516
426-4N	2835	500	325412
426-99	TBD	TBD	
426-4Q	3812	750	334511
426-4R	3812	750	334511
426-4S	3663	750	33422

MAILING LIST CODE	COMMODITY GROUP	APPROX. NO. OF COPIES
01CC8405	ALL SINS	1170

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

GSA, General Products Center
MWR Products Contracting Division (7FXPM)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

Leslie Cuevas, Contracting Officer (7FXPM-M3)
817-978-8668 FAX: 817-978-8672
Email: leslie.cuevas@gsa.gov

Robert Petravage, Contract Specialist 7FXPM-J3)
817-978-4544 FAX: 817-978-8672
Email: robert.petravage@gsa.gov

1. Ancillary services include, but are not limited to, maintenance agreements, training, installation, measuring, erations, etc. may now be added to any Special Item Number. An offeror must be offering the product in order to offer ncillary services. These services may be added to current contracts or included in new offers and must be priced out up front on resultant contracts. Data must be submitted to substantiate the price for the services.

2. In connection with the ancillary services, reimbursement for travel costs (lodging, meals and incidental expenses) shall be in accordance with the Federal Travel Regulations (48 United States), Joint Travel (Alaska, Hawaii, Puerto Rico and territories and possessions of the United States) or Standardized Regulations (Foreign Areas). Copies of these regulations may be obtained from:

Federal Travel Regulations:
Stock No: 922-002-00000-2

Superintendent of Documents
U.S. Government Printing Office
Washington DC 20402

http://policyworks.gov/ftr

Joint Travel Regulations:
Stock No: 908-010-00000-1

Superintendent of Documents
U.S. Government Printing Office
Washington DC 20402

http://www.dtic.mil/perdiem/jtr.htm

Standardized Regulations:
Stock No: 744-008-00000-0

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

http://www.state.gov/www/perdiems/9607perdiems.html

Even though they are under no obligation to do so, some vendors extend discounted rates, AMTRAK, hotel/motel, and/or car rental firms, to Government contractors. Agency contracting officers should furnish Government contractors with an identification letter for them to present to these vendors.

Reimbursement for travel costs: Airfare – shall be in accordance with the lowest customary standard, coach, or quivalent airfare offered during normal business hours; Mileage – shall be in accordance with the mileage rate in effect for Federal employee travelers at the time the travel is accomplished.

4. If contractors accept trade-ins, they are allowed under any resultant contract. It will be the responsibility of the ordering agency to determine fair and reasonableness of price/off-set.

5. If drug testing services are added to current contracts or included in new contracts under SIN 426-4M, orders placed against those contracts may require compliance with Department of Transportation and/or Health and Human Services regulations pertaining to drug testing. The requirement will be based upon each individual agency's procedures.

6. Offers are hereby solicited for the option to lease equipment to the Federal Government. **NOTE: LEASES SHALL NOT BE SOLD TO THIRD PARTIES.**

Leasing Agreements: As with the ancillary services, the vendor must be offering the product in order to offer leasing arrangements. The Government will consider proposals for leasing options in accordance with the vendor's normal commercial practices. Only those vendor-proposed options, which are considered to represent a good value, will be accepted. If commercial leasing arrangements conflict with law, statute or regulations, the law, statute or regulations will prevail over the commercial leasing arrangements. Often factors in commercial leasing arrangements such as liability, warranty, maintenance during lease, payment, and/or timeliness of delivery or repairs must be adjusted to be acceptable by the Government.

The following leasing options are suggested: (a) Lease to Ownership; (b) Lease with Option to Own; (c) Short-term Lease (Rental) – daily (8 hours) weekly (40 hours) and Monthly (160 hours). Provisions and requirements for leasing are stated in the Attachment.

B-FSS-96 ESTIMATED SALES (NOV 1997) (LOCAL DEVIATION NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available. ***Special attention*** should be given to clause 552.212-70, Preparation of Offer, which starts on page 64 of the solicitation. **INDICATE IN THE CHART BELOW THE SPECIAL ITEM NUMBERS (SIN) BEING OFFERED. YOU MUST COMPLETE THIS CHART. NOTE: ANCILLARY SERVICES MAY BE ADDED TO ANY SIN IN WHICH YOU ARE OFFERING THE PRODUCT.**

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	BASIC DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	BASIC DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)	TIME O DELIVE (DAYS A (INTEI NATION DELIVE
$5,750,674	426-1A (8465, 6230)	Miscellaneous Personal Equipment Consisting of belts, shell/ cartridge cases, speed loader cases, clip holders, handcuff cases, gun and flash-light holsters, flashlights (police, hand-held electric, penlight, traffic, etc.) baton rings, belt straps, ID cases, tactical equipment, duty gloves etc; composed of leather and other materials		Source Selection Information See FAR 3.104					

Column: 1	2	3	4	5	6	7	8	9	[redacted]
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME O DELIVE (DAYS A (INTE NATION DELIVE
$22,177,467	426-1B (8470)	Body Armor							
$3,290,226	426-1C (8415)	Helmets							
$3,051,250	426-1D (8465, 1365, 4240)	Restraining Equipment Consisting of cuffs, batons, CN, CS and OC munitions, other less-lethal munitions, distraction devices, and accessories such as neutralizers and gas masks	PepperBall, Launchers, Projectiles, Accessories, & Training	U.S Price List dated 10/03/01	0	30-45	N/A	N/A	N/A

(b)(6)

[redacted]

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME O DELIVE (DAYS A (INTEI NATION DELIVE
$22,177,467	426-1B (8470)	Body Armor							
$3,290,226	426-1C (8415)	Helmets							
$3,051,250	426-1D (8465, 1365, 4240)	Restraining Equipment Consisting of cuffs, batons, CN, CS and OC munitions, other less-lethal munitions, distraction devices, and accessories such as neutralizers and gas masks	PepperBall, Launchers, Projectiles, Accessories, & Training	U.S Price List dated 4/9/01	0	30-45	N/A	N/A	N/A

revised 10-11-01

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATE DSALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME O DELIVE (DAYS ARO (INTEI NATION DELIVE
$193,318	426-1G (5120, 5130, 4240)	Miscellan-eous Law Enforce-ment Products, to include forced entry tools and vehicle disabling equipment							
$266,643	426-2A (8465)	Canine Training & Handling Equipment							
$5,761,156	426-3A (6350)	Emergency Signal Systems consisting of sirens, light bars, spot and flood lights, beacon warning devices, PA speakers and systems, control consoles							

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME C DELIVE (DAYS A (INTEI NATION DELIVE
$291,941	426-3B (2540)	In-Vehicle Barriers and Shields, Rollover Protection, in-vehicle restraint systems							
$288,039	426-3C (2540)	Gun Racks							
$300,000	426-3D (2340)	Bicycles, Police							
$8,260,346	426-4C (5855)	Night Vision Equipment, to include camera equipment used in conjunction with night vision equipment							
$244,437	426-4D (6545)	Alcohol Detection Kits and Devices							

Column: [illegible]	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME C DELIVE (DAYS A (INTEI NATION DELIVE
$6,135,117	426-4E (3690)	Bomb Disposal and Chemical Warfare Equipment							
$1,507,288	426-4G (7125, 5340)	Firearms Storage and Securing Devices, to include gun safety locks, lockers, vaults, and vehicular storage systems							
$157,362	426-4H (5965)	Ear Mikes							

SOURCE SELECTION INFORMATION – SEE FAR 3.104

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATEDS ALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME C DELIVE (DAYS A (INTEF NATION DELIVEI
$1,681,174	426-4J (6920, 4240)	Target Systems/Target Range Accessories to include Shatter Resistant Protective Lenses and shooters gloves							
$79,615,440	426-4K (6665)	Metal and Bomb Detection Equipment: Includes Airport Security							
$7,162,702	426-4L (7520, 6630)	Fingerprint Palmprinting (taking and detection), and Evidential Casting Materials							

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME O DELIVE (DAYS A (INTEI NATION DELIVE
$2,313,997	426-4M (6546)	Drug Testing Equipment and Kits							
$792,360	426-4N (6630, 6640, 6350, 5865)	Criminal Investigative Equipment and Supplies Consisting of: Forensic Investigative Equipment (tissue detection and location);Questioned Document Exam. Supplies/Kits; Chemical Analysis Test Kits for testing blood stains, gun powder residue, seminal fluid stains; Electronic Counter-measure equipment;							

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME O DELIVE (DAYS A (INTEI NATION DELIVE
$792,360	426-4N (6630, 6640, 6350, 5865)	(Continued) Invisible Detection Materials (theft detection); Evidence Collection Containers							
$19,371,253 (new SIN)	426-99 (FSC to be deter-mined)	Introduction of New Services/ Products (INSP)							
$100,000 (new SIN)	426-4Q (6675)	Vehicle Monitor (Tracking) Systems							
$100,000 (new SIN)	426-4R (5840)	Speed Measurement (Radar) Devices							
$763,854 (new SIN)	426-4S (5820, 6650)	Surveillance Systems: Includes CCTV, Vehicular Video, Mirrors and Binoculars, observation towers, covert systems							

LEASING:

1. STATEMENT

parties understand that this is a lease arrangement. In that regard, the Government, as leasee, anticipates fulfilling leasing agreement. The Government, upon issuance of the delivery order, contemplates the use of the equipment for the life of the lease based on term as specified in the delivery order. However, unless the contracting officer has funding which exceeds a Government fiscal year, the initial term of the leasing agreement is from the date of acceptance of the equipment through September 30, of the fiscal year in which the order is placed.

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

2. LEASING OPTIONS

The Government will consider proposals for leasing options, which will benefit the Governments. Only those vendor-proposed options, which are considered to represent a good value will be accepted. The following leasing options are suggested: (a) Lease to Ownership; (b) Lease with Option to Own; (c) Short-Term Lease (Rental) – rental for daily, weekly and monthly terms.

3. ORDERS AND PERIODS OF LEASING ARRANGEMENT

Orders placed under a leasing arrangement must specify the applicable leasing option.

The lease agreement must include the following as applicable: Lease term, lease option, equipment description, base price, rate or payment, and product support options.

When annually appropriated funds are cited on an order for leasing, the following applies:

(a) Any lease executed by the Government shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. In order to permit the exercise of renewal options granted to the Government under the lease, the total leasing term will be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. The lease shall not obligate succeeding fiscal year's funds or otherwise commit the Government to a renewal.

(b) All orders for leasing automatically terminate on September 30 of the contract term; however, ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of the lease agreement of the Government's intent to renew. Such notification by the Contracting Officer to renew shall not bind the Government. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed until the completion of the leasing agreement. If the Government exercises its option to renew the leasing order, and as renewed, shall include an option to renew until the expiration of the leasing agreement.

Cross-year Funding within contract period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering office may place an order for leasing under this schedule contract period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

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

4. MONTHLY PAYMENTS

a. Prior to the agreement, the Government ordering office and the contractor must agree on the "base value" for the product(s) to be leased. The base value will be the contract purchase price (less any discounts). For Lease with Option to Own, the agreement will contain a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, the base value for lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value. For example: Lease factor one (1) percent over the rate for the three-year or other specified term Treasury Bill (T-Bill) at the most current U.S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3 or Excel).

c. For any lease extension, the extended payment will be based on the original residual value, in lieu of the purchase price. The Government ordering office and the contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment is shown in paragraph 4.b. above.

d. The purchase option price will be the fair market value of the product. The fair market value will not exceed the Base Value principal not paid, plus the residual value, plus the Financial Cost for the Residual Value. (Reference the Title Acquisition Explanation below)

In the event it is in the Government's best interest, at anytime, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment. Upon request by the Government, the contractor will provide a quotation of the lump-sum payment amount. This amount will be in accordance with the following Title Acquisition Explanation; and such a quotation shall be effective only if the contractor receives the order during the month of the applicable quotation.

TITLE ACQUISITION EXPLANATION

The buyout cost to take ownership of a leased or rented product is the present value of the payments remaining, calculated from the date of ownership transfer to end of term, plus the present value of the residual value. The interest rate for calculating the present value will be the same rate used as the basis of the rent agreement. This may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g. Lotus 1-2-3, Excel).

e. Short-term lease (rental) payments shall be priced up front in the basic contract. Prices will be established based upon the vendor's normal commercial business practices.

5. MAINTENANCE AND INSTALLATION

Maintenance and Installation, when applicable, normally, are not included in the charge for leasing. Such ancillary services may be obtained from the contractor or from other sources.

6. UPGRADES AND ADDITIONS

a. The Government may affix or install any accessory, additions, upgrades on the equipment provided that such additions can be removed without causing material damage to the equipment, do not reduce the value of the equipment or are obtained from or approved by the contractor and are not subject to the interest of any third party other than the contractor.

b. Any other additions may not be installed without the contractor's prior written consent. At the end of the lease term, the Government shall remove any additions as required.

c. Any addition, which is not so removable, will become the contractor's property (lien free).

7. LEASE END/DISCONTINUANCE OPTIONS

Upon written notice, at least thirty (30) days prior to expiration of the leas term, the Government may:

a. Exercise the purchase option set forth in the lease agreement See 4d

b. Enter into a new lease agreement. See 4c

c. Return the equipment to the contractor at the expiration date of the lease pursuant to (12) Return of Equipment.

8. RISK OR LOSS OR DAMAGE

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

9. TITLE

Equipment shall always remain the property of the contractor. The Government shall have no rights or interest in the equipment except as provided in the lease agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Notwithstanding the provisions of 3 A and B, equipment leased/rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l), Termination for the Government's Convenience.

12. RETURN OF EQUIPMENT

Within thirty (30) days after the date of expiration or termination of leasing agreement, the Government shall, at its on risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications. Government shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

Upon request by the Government and at the Government's expense, the Contractor shall assist in the packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

MAINTENANCE AGREEMENTS:

1. MAINTENANCE AGREEMENTS

The Government may obtain maintenance from the Contractor. When maintenance is to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract and are separate from the leasing arrangement/cost. Maintenance payments and terms and conditions during subsequent renewal periods of this lease/rental will be those of the prevailing GSA Schedule contract in effect. The Contractor shall honor orders for maintenance for the duration of the contract period. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

2. ANNUAL FUNDING

When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contact period.

3. CROSS-YEAR FUNDING WITHIN CONTRACT PERIOD

Where an ordering office's specific appropriation authority provides for funds in excess of a 12-month fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

4. TERMINATION

Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance would be required if maintenance is to be continued during the subsequent period.

5. RESPONSIBILITIES OF THE GOVERNMENT

a. Government will be responsible for normal needs of the equipment. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. The Government will operate and permit operation of the equipment only within its intended use. No equipment alterations will be performed without contractor's written consent. The Government will prohibit and will prevent anyone who is not trained or authorized from making any repairs or adjustment to the equipment.

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

INVOICES AND PAYMENTS

a. Invoices for maintenance services shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears. Prompt payment discount, if applicable, shall be shown on the invoice.

b. Payment for maintenance service of less than one month's duration shall be prorated as 1/30th of the monthly rate for each calendar day.

52.216-19 ORDER LIMITATIONS (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
All SINs except 426-1B and 426-4K	$200,000
426-1B	$500,000
426-4K	$850,000

NOTE: 426-99, Introduction to New Products/Services , will be determined at any of the above-listed levels based upon the product offered.

(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.

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the *_____* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the *_____* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. *_____*. This may be confirmed by contacting *_____*."

52.247-29 F.O.B. ORIGIN (JUN 1988)

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered—

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (APR 1984)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each

consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
426-1A	30-60 Days	
426-1B	30-120 Days	
426-1C	30-120 Days	
426-1D	30-45 Days	X
426-1G	30-60 Days	
426-2A	30-60 Days	
426-3A	30-90 Days	
426-3B	30 Days	
426-3C	30-60 Days	
426-3D	30-60 Days	
426-4C	30-60 Days	
426-4D	30-60 Days	
426-4E	30-120 Days	
426-4G	30-120 Days	
426-4H	30 Days	
426-4J	30 Days	
426-4K	30-120 Days	
426-4L	30-60 Days	
426-4M	30-120 Days	
426-4N	30-120 Days	
426-99	30-120 Days	
426-4Q	30-120 Days	
426-4R	30-120 Days	
426-4S	30-120 Days	

(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	Expedited delivery time
(Special Item No. or nomenclature)	(Hours/Days ARO)

**All items can be expedited at a rate that can only be determined once the desitination is known as the rates are determined by zone. *Items that cannot be shipped expediently are Item numbers PP-R90 (through) PP-R15KB and item PA-Co2-100.

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.

F-FSS-210-A DELIVERY—F.O.B. ORIGIN (APR 1984)

Prices are requested f.o.b. origin (FAR 52.247-29), and such prices shall cover free delivery to any point located within the same commercial zone of the shipping point. Commercial zones as prescribed by the Interstate Commerce Commission are defined in 49 CFR 1048.

(b) (6) [redacted]

(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.

F-FSS-210-A DELIVERY—F.O.B. ORIGIN (APR 1984)

Prices are requested f.o.b. origin (FAR 52.247-29), and such prices shall cover free delivery to any point located within the same commercial zone of the shipping point. Commercial zones as prescribed by the Interstate Commerce Commission are defined in 49 CFR 1048.

reviewed 10-11-01

Revised

1 **COMMERCIAL SALES PRACTICES FORMAT**

Name of Offeror Jaycor Tactical Systems, Inc

SIN(s) 426 ID

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), 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: $1,837,998. State begining and ending of the 12 month period. Beginning 1/1/00 Ending 12/31/00. 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.

SIN $2.5million $_____;
SIN _____ $_____;
SIN _____ $_____;

(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 X 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 515.4-2, 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.

Column 1— Customer	Column 2— Discount	Column 3— Quantity/Volume	Column 4— FOB Term	Column 5— Concessions
None	None	None	None	None

(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 X. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience .

SOURCE SELECTION INFORMATION – SEE FAR 3.104

Source Selection Information
See FAR 3.104

K (b) (6) [redacted]

CSP-1 **COMMERCIAL SALES PRACTICES FORMAT**

Name of Offeror Jaycor Tactical Systems, Inc

SIN(s) 426 ID

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), 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: $1, 837,998 . State begining and ending of the 12 month period. Beginning 1/1/00 Ending 12/31/00 . 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.

SIN $2.5million $_____;
SIN _____ $_____;
SIN _____ $_____;

(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 X 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 515.4-2, 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.

Column 1— Customer	Column 2— Discount	Column 3— Quantity/Volume	Column 4— FOB Term	Column 5— Concessions
N/A				

10-17-01

(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 X . If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience .

SOURCE SELECTION INFORMATION – SEE FAR 3.104

(b) (6)

Source Selection Information
See FAR 3.104

CSP-1 COMMERCIAL SALES PRACTICES FORMAT

(b) (5)

[redacted]

(b) (5)

[redacted]

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.

JTS Limited Warranty

Jaycor Tactical Systems, Inc. ("JTS") warrants the PepperBall™ projectiles ("Projectiles") to operate substantially in accordance with the specifications and documentation as provided in the JTS User Manual, and training documentation, provided they are used in accordance with the procedures set forth therein. This warranty shall continue for a period of one year. JTS DOES NOT WARRANT THE OPERATION OF THE JTS PROJECTILES TO BE ERROR-FREE NOR DOES JTS MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OF THE JTS PROJECTILES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. In the event the JTS Projectiles do not operate in accordance with JTS' approved specifications and documentation, JTS' sole responsibility will be to use its best efforts to correct the defect.

The warranty, if any, for any product not manufactured by JTS shall flow from the manufacturer to the end user and shall be as set forth in the documentation which accompanies such product.

JTS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE RISK OF PERFORMANCE OF THE JTS PROJECTILES IS ASSUMED BY THE END USER. IN NO EVENT WILL JTS OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE JTS PROJECTILES. IN NO EVENT SHALL JTS, ITS LICENSORS' AND/OR SUPPLIERS' LIABILITY EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE END USER FOR THE JTS PROJECTILES.

This limited warranty gives the end user specific legal rights. End users may have other rights which may vary from state to state. Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to every end user.

If the JTS Projectiles are to be used outside of the United States, you as end user warrant your compliance with all relevant regulations of the United States Department of Commerce and with the U.S. Export Administration Act of 1979, as amended. This provision does not authorize use outside the U.S. without providing prior written notification to JTS.

The end user agrees to indemnify and defend JTS from any cause of action that arises solely from the end user's misuse of the JTS Product(s). This indemnity shall not preclude JTS' indemnification of Licensee under this License. If any provision of this Agreement is found void, invalid or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

This Agreement shall be construed and enforced in accordance with the laws of the state of California. Any action or proceeding brought by either party against the other arising out of or related to the Agreement shall be brought only in a State or Federal Court of competent jurisdiction located in San Diego County, California. The parties hereby submit to the in personam jurisdiction of said courts.

(b) (6) [redacted]

Attachment 1

Material Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY *(As Used on Label and List)* BLAST AGENT, OLEORESIN CAPSICUM

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name: Jaycor Tactical Systems, Inc.	Emergency Telephone Number: 858-638-0236 Ext 142
Address *(Number, Street, City, State, and ZIP Code)*: 6142 Nancy Ridge Drive	Telephone Number for Information: 877-887-3773
San Diego, CA 92121	Date Prepared: 17 APRIL 2001
	Signature of Preparer *(optional)*

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% *(optional)*
MAGNESIUM OXIDE	N/A	10 Mg/M3	N/A	
FUMED SILICA	N/A	N/A	N/A	
OLEORESIN CAPSICUM 943355	N/A	N/A	N/A	

Section III — Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H_2O = 1)	2.5
Vapor Pressure (mm Hg.)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A

Solubility in Water: INSOLUBLE

Appearance and Odor: FINE POWDER, GRAY IN COLOR, CHILI PEPPER ODOR

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
N/A	N/A	N/A	N/A

Extinguishing Media: N/A

Special Fire Fighting Procedures: NONE REQUIRED

Unusual Fire and Explosion Hazards: NONE KNOWN

(b) (6) [redacted]

KB

Attachment 1 page 2.

Section V — Reactivity Data

Stability	Unstable		Conditions to Avoid NONE
	Stable	X	

Incompatibility (*Materials to Avoid*) NONE

Hazardous Decomposition or Byproducts PUNGENT FUMES MAY BE EMITTED WHEN HEATED ABOVE 175 DEGREES F.

Hazardous Polymerization	May Occur		Conditions to Avoid NONE
	Will Not Occur	X	

Section VI — Health Hazard Data

Route(s) of Entry: Inhalation? YES Skin? YES Ingestion? YES

Health Hazards (*Acute and Chronic*) NONE

Carcinogenicity: NTP? NO IARC Monographs? NO OSHA Regulated? NO

Signs and Symptoms of Exposure COUGHING, SNEEZING, TEARING OF THE EYES, BURNING SENSATION IN NOSE, EYES, MOUTH, THROAT, OR CHEST.

Medical Conditions Generally Aggravated by Exposure ASTHMATICS

Emergency and First Aid Procedures MOVE THE EXPOSED INDIVIDUAL TO FRESH AIR. WASH AFFECTED AREAS WITH COOL CLEAN WATER. DO NOT USE SOAP.

Section VII — Precautions for Safe Handling and Use

Steps to Be Taken in Case Material Is Released or Spilled SECURE THE AREA AND ENGAGE ANY ADDITIONAL VENTILATION DEVICES THAT MAY BE IN THE AREA. DO NOT ENTER THE AREA WITHOUT PROPER PPE. CLEAN UP SPILL WITH WET VACUUM OR WASH AREA WITH COOL SOAPY WATER AND MOP UP OC RESIDUE.

Waste Disposal Method CONSULT FEDERAL, STATE, AND/OR LOCAL REGULATIONS.

Precautions to Be Taken in Handling and Storing STORE PER MANUFACTURER'S RECOMMENDATIONS ON PRODUCT.

Other Precautions NONE

Section VIII — Control Measures

Respiratory Protection (*Specify Type*) NIOSH APPROVED DUST RESPIRATOR FOR CONCENTRATIONS ABOVE TLV (20MPPCF)

Ventilation YES	Local Exhaust	YES	Special	YES
	Mechanical (*General*)	YES	Other	N/A

Protective Gloves	YES	Eye Protection	YES - APPROVED SAFETY GOGGLES

Other Protective Clothing or Equipment TYVEX COVERALLS OR SIMILAR TO AVOID SKIN CONTACT.

Work/Hygienic Practices WASH WITH COOL, CLEAN WATER. WASH CONTAMINATED CLOTHES BEFORE REUSE.

* U.S.G.P.O.: 1986-491-529/45775

(b) (6) [redacted]

1-Nov-01

U.S. General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6195

Attn: Kellie Stoker (7FXPM-K6)
Contract Specialist

Re: Solicitation No. 7FXP-D4-01-0539-B
Final Proposal Revision

Dear Kellie:

Per your letter faxed to us on October 25, 2001 we offer the following:

	Element	Government	MFC
a.	Basic Discount Terms (Per Model Number)	None	None
b.	FOB Shipping Terms	F.O.B Origin Billed on Invoice	F.O.B. Origin Billed on Invoice
c.	Payment Terms	30 Days Net	30 Days Net
d.	Delivery Terms	30 Days ARO	30 Days ARO
e	Emergency Delivery Terms	14 Days ARO Plus expedited freight costs	14 Days ARO Plus expedited freight costs
f.	Warranty Terms	Standard Commercial Warranty	Standard Commercial Warranty
g.	Quantity/Volume Discount	As shown on Price List Only	As shown on Price List Only
h.	Commercial Credit Card	Visa and M/C	Visa and M/C
I.	Any other terms offered to the Government but not MFC	None	None
j.	Any other terms offered to MFC but not the Gov't	None	None

Source Selection Information
See FAR 3.104

k.	A description of the catalog/price list upon which our offer is based.	10/3/01 Price List	10/3/01 Price List

l. Jaycor Tactical's Most Favored Customer can be identified as State, County, City and Local Governments. Our offer to the Government exceeds the terms offered to our MFC.

m. Previous letters/revisions sent that contain information pertinent to our Offer and should be incorporated into the contract are:

Revised pages dated Oct 11, 2001: SF 1449 and pages 6, 10, 11, 17, 18, 19, 20, 21, 37 40, 22-5, 22-19, 22-20 and 22-21.

Revised pages dated Oct 12, 2001, page 22-21.

Letter dated Oct 17, 2001 revising pages 22-21 and Clause E-FSS-516

n. Our understanding of the price/discount relationship is as follows: Jaycor Tactical Systems Incorporated's price/discount relationship with the Government and with the Most Favored Customer, identified as State, County, City and Local Governments, shall remain, throughout the contract period, no less favorable to the Government than at the conclusion of negotiations; that is: The Government discount will remain through out the contract period, equal to the discount offered to the Most Favored Customer.

o. There is no minimum's set on accepting orders.

p. Our understanding of the Industrial Funding Fee is our price list does not reflect this fee, Jaycor Tactical Systems, Inc will absorb the 1% IFF.

q. Clause G-FSS-900-C is completed and attached.

Sincerely,

[redacted]

Source Selection Information
See FAR 3.104

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (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) Domestic:

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 6142 Nancy Ridge Drive, Suite 101, San Diego, CA

ZIP CODE 92121

TELEPHONE NO. (877-887-3773) FAX NO. 858-638-0781

E-MAIL ADDRESS [redacted]

(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 _____

_____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Source Selection Information
See FAR 3.104

GSA

GSA Greater Southwest Region

October 24, 2001

[redacted]
Jaycor Tactical Systems, Inc.
6142 Nancy Ridge Drive
San Diego, CA 92121

Dear [redacted]

This is your notification that all discussions concerning your offer under Solicitation No. 7FXP-D4-01-0539-B, Solutions and More for Federal Supply Class 84, Law Enforcement and Security Equipment, are concluded. Please submit your written Final Proposal Revision (FPR), **on your letterhead, within ten (10) calendar days from receipt of this letter. The Government intends to make award without obtaining further revisions. The FPR must be signed by the person authorized to sign the offer** and must include, for comparison purposes, the following elements:

ELEMENT	GOVERNMENT	MFC
a. Basic Discount Terms (Per Model Number)		
b. F. O. B. Shipping Terms		
c. Payment Terms		
d. Delivery Terms		
e. Emergency Delivery Terms (number of days)		
f. Warranty Terms		
g. Quantity/Volume Discount Terms		
h. Commercial Credit Card		
i. Any other terms offered to the Government, but not MFC		
j. Any other terms offered to MFC, but not to the Government		
k. A description of the catalog/price lists upon which your offer is based.		

Source Selection Information
See FAR 3.104

U.S. General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6195
www.gsa.gov

Final Proposal Revision

l. A statement as to whom your Most Favored Customer (MFC) is, i. e., dealers/retailers, OEM's, etc., and a statement that your offer to the Government either exceeds, equals, or is less than the terms offered to the MFC. It appears from the disclosure and our discussions that your category of MFC is varies by model as shown on the attached.

m. Include the dates of any previous letters/revisions sent that contain information pertinent to your offer and which should be incorporated into the contract. I have received the following:

Revised Pages dated October 11, 2001: SF 1449 and pages 6, 10, 11, 17, 18, 19, 20, 21, 37, 40, 22-5, 22-19, 22-20 and 22-21.

Revised Pages dated October 12, 2001, page 22-21.

Letter dated October 17, 2001 revising pages 22-21 and Clause E-FSS-516.

n. Include a statement with regard to your understanding of the price/discount relationship. Below is an example:

Jaycor Tactical Systems Incorporated's price/discount relationship with the Government and with the Most Favored Customer, identified as State, County, City and Local Governments, shall remain, throughout the contract period, no less favorable to the Government than at the conclusion of negotiations; that is: The Government discount will remain through out the contract period, equal to or xx% better than the discount offered the Most Favored Customer.

o. Please indicate the minimum acceptable order, if less than $100.00.

p. Please include a statement regarding your understanding of the Industrial Funding Fee (IFF) and your assurance that the discounts/prices agreed to include the 1% IFF.

q. Please verify that you wish to include products under SIN 426-1D and the normal and expedited delivery times you wish to offer.

r. Please complete and return revised Clause I-FSS-600-C – Contact for Contract Administration (June 2001), enclosed. Please acknowledge incorporation of this clause.

If you have questions or require additional information, please contact the undersigned at (817) 978-2515 or via e:mail at kellie.stoker@gsa.gov.

Sincerely,

[redacted]

Kellie Stoker (7FXPM-K6)
Contract Specialist

Source Selection Information
See FAR 3.104

Final Proposal Revision

l. A statement as to whom your Most Favored Customer (MFC) is, i. e., dealers/retailers, OEM's, etc., and a statement that your offer to the Government either exceeds, equals, or is less than the terms offered to the MFC. It appears from the disclosure and our discussions that your category of MFC is varies by model as shown on the attached.

m. Include the dates of any previous letters/revisions sent that contain information pertinent to your offer and which should be incorporated into the contract. I have received the following:

Revised Pages dated October 11, 2001: SF 1449 and pages 6, 10, 11, 17, 18, 19, 20, 21, 37, 40, 22-5, 22-19, 22-20 and 22-21.

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Letter dated October 17, 2001 revising pages 22-21 and Clause E-FSS-516.

n. Include a statement with regard to your understanding of the price/discount relationship. Below is an example:

Jaycor Tactical Systems Incorporated's price/discount relationship with the Government and with the Most Favored Customer, identified as State, County, City and Local Governments, shall remain, throughout the contract period, no less favorable to the Government than at the conclusion of negotiations; that is: The Government discount will remain through out the contract period, equal to or xx% better than the discount offered the Most Favored Customer.

o. Please indicate the minimum acceptable order, if less than $100.00.

p. Please include a statement regarding your understanding of the Industrial Funding Fee (IFF) and your assurance that the discounts/prices agreed to include the 1% IFF.

q. Please verify that you wish to include products under SIN 426-1D and the normal and expedited delivery times you wish to offer.

If you have questions or require additional information, please contact the undersigned at (817) 978-2515 or via e.mail at kellie.stoker@gsa.gov.

Sincerely,

Kellie Stoker (7FXPM-K6)
Contract Specialist

Source Selection Information
See FAR 3.104

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (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) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

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

NAME _____

TITLE _____

ADDRESS _____

_____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Source Selection Information
See FAR 3.104

FAX COVER SHEET
GSA, FSS, MWR
PROCUREMENT DIVISION
819 TAYLOR STREET, ROOM 6A24
FORT WORTH, TX 76102

FAX: 817-978-8672

TO: [redacted] FROM: Kellie Stoker, 7FXPM-K6

VOICE: VOICE: 817-978-2515

FAX: 858-638-0781

SUBJECT:

COMMENTS: [redacted], please replace the record page of my first fax with this page and ~~replace~~ complete the attach clause to replace the one in the solicitation.

NUMBER OF PAGES INCLUDING THIS COVER SHEET: ~~2~~ 3

DATE: 25 Oct 01

[redacted] it looked like only 2 pages faxed - so I'm sending again!

Source Selection Information
See FAR 3.104

Thanks,

[redacted]

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for

Oct 25 2001 5:02pm

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 25	5:01pm	Sent	918586380781	1:24	2	OK

Result:
OK - black and white fax

Source Selection Information
See FAR 3.104

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for

Oct 26 2001 9:03am

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 26	9:01am	Sent	918586380781	1:53	3	OK

Result:
OK - black and white fax

Source Selection Information
See FAR 3.104

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for

Oct 25 2001 2:15pm

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 25	2:14pm	Sent	918586380781	1:48	3	OK

Result:
OK - black and white fax

Source Selection Information
See FAR 3.104

October 17, 2001

GSA, General Products Center
Schedules Contracting Division
819 Taylor Street, Room 6A24
Fort Worth, TX 76102

Attn: Kellie Stoker, 7FXPM-K6

Dear Kellie:

Per your letter of October 16, 2001, we have the following clarified items:

Basic Solicitation

Pages 16 and 17, E-FSS-516, Production Point and Inspection Information.
We have included the address, phone number and county for each of our manufactures.
The production point for this schedule remains Jaycor Tactical Systems, 6142 Nancy Ridge Drive, San Diego, CA 92121.

Page 35, Clause 552.212-70 – Preparation of Multiple Award Schedule.
Price Sheets dated 10/3/01 are included, (two copies, 2 pages each); information on discounts provided.

Attachment 22

Page 22-21, CSP – 1, Commercial Sales Practices Format –
"None" has been added to this form in each column.

All items have been marked revised, signed and dated. These items are being sent to you by fax today. Originals will be sent to you as well.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

(b) (6) [redacted]

Item	Manufacturer	Address	Phone	County
PS-SA200	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PS-RIOT 450	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PS-RIOT 850	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PS-SA8	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PL-SA200	Tippman Pheumatics	3518 Adams Center Rd., Ft. Wayne, IN 46806	219-749-6022	Allen
PL-SA8	Airgun Designs	804 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R90C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R375C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R1K5CB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R3KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-R15KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P375C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P1K5CB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P3KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-P15KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W375C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W1K5CB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W3KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-W15KB	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM90	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM375	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM750C	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM1500	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM3000	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-DM15000	Perfect Circle Paintball	830 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PP-GS10	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland
PP-GS100	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland
PP-GS500	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland

(b) (6)

(b) (6)

PP-GS1000	Engineering Labs., Inc	360 West Oakland Ave., Oakland, NJ 07438	201-337-8116	Oakland
PTRAIN	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PT-SATP	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PA-HPA	Hose Shop LTD	33W963 Bolz Road., Albonquin, IL 60102	847-426-0007	Kane
PA-HPA-47	Hose Shop LTD	33W963 Bolz Road., Albonquin, IL 60102	847-426-0007	Kane
PA-HPA-68	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L. A.
PA-SCON	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PA-FA	Hose Shop LTD	33W963 Bolz Road., Albonquin, IL 60102	847-426-0007	Kane
PA-ATK	Cramer Decker Industries	3 Chrysler, Irvine, CA 92618	800-347-9766	Orange
PA-SCUBA	Global Manufacturing Corp	1829 S. 68th Street. West Allis, WI 53214	414-774-1616	Milwaukee
PA-SCBA-K	Jaycor Tactical Systems	6142 Nancy Ridge Dr., San Diego, CA 92121	877-887-3773	San Diego
PA-Co2-100	Zandy Innovations	721 Hamlin Drive, Ococee, FL 34761	407-321-2700	Seminole
PA-H200-CL	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-H100-CL	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-HCL200	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-SPEED	JT USA Inc.	515 Otay Valley Rd., Chula Vista, CA 91911	800-854-2188	San Diego
PA-T10-10	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-TRIOT 450	Jaycor Tactical Systems	6142 Nancy Ridge Drive., San Diego, CA 92121	877-887-3773	San Diego
PA-TRIOT 850	Jaycor Tactical Systems	6142 Nancy Ridge Drive., San Diego, CA 92121	877-887-3773	San Diego
PA-RV4	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-RVG	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
PA-SUSP	Brass Eagle Inc	PO Box 1956, Rogers, AR 72757	877-887-4263	Benton
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PM-OR-1000	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L. A.
PM-OR-FA	Cal State Seals	2325 Vineyard Ave., Escondido, CA 92029	800-696-6165	San Diego
PM-LO-S	Air Concepts Industries	701 S. Auto Center Dr., Ontario, CA 91761	909-390-2323	L.A.
PA-OMK-SA20	Jaycor Tactical Systems	6142 Nancy Ridge Drive., San Diego, CA 92121	877-887-3773	San Diego
PA-OMK-SA8	Air Gun Design	804 Seton Court, Wheeling, IL 60090	847-520-4745	Hook
PC-SCR200	Bagmaster MFG DOC	2731 Sutton Ave., St Louis, MO 63143	800-950-8181	St Louis
PC-SCP	Double Triple Trading	PO Box 5425, Buena Park, CA 90622	800-649-8546	Orange
PC-P1700	Botach Tactical Systems	3423 W. 43rd Place, Los Angeles, CA 90008	323-294-5555	L. A.
PC-P1550	Botach Tactical Systems	3423 W. 43rd Place, Los Angeles, CA 90008	323-294-5555	L.. A.
PA-TB-TPA	National Paintball	15980 Downey Street, Paramount, CA 90723	562-531-0515	Riverside
PA-SLING	I.B.D. Products	1090 W. Edmunsdon Ave, Morgan Hill, CA 95037	408-779-5534	L.A.
PA-LSRI	Daisy Manufacturing	400 W. Stribling, Rogers, AR 72756	800-643-3458	Benton
PA-9VB	McMaster Carr	9630 Norwalk Blvd., Santa Fe Springs, CA 90670	562-642-5911	Orange

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(Revised)
10/17/01

552.212-70 - Preparation of Offer (Multiple Award Schedule)

(c) (1) Two copies of price sheet dated 10/3/01. (Note: price list is two pages)

(3) All prices shown on our price list dated 10/3/01 are complete; no added discounts apply. There are no prompt payment discounts, quantity/dollar volume discounts, blanket purchase order discounts, or purchase option credits.

(b) (6)

552.212-70 (C). (1)

PepperBall™

Jaycor Tactical Systems, Inc.
6142 Nancy Ridge Drive, Suite 101
San Diego, CA 92121

ALL PRICES IN U.S. DOLLARS

Effective 10/03/01

Factory-Direct U.S. Price List

Systems Buy completed systems if you want everything you need in one box, ready to deploy.
Projectiles and air fill equipment are sold separately.

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PS-SA200	**SA200 System**—includes launcher, hopper, soft case, 13 cu. in. HPA bottle, butt stock, maintenance kit	$378
PS-RIOT450	**SA200 450 RIOT System**—includes launcher, hopper, soft case, maintenance kit, and PA-TRIOT450	$473
PS-RIOT850	**SA200 850 RIOT System**—includes launcher, hopper, soft case, maintenance kit, and PA-TRIOT850	$599
PS-SA8	**SA8 System**—includes launcher, holster, soft case, 10-pack CO_2 cartridges, 10 speed tubes, maintenance kit	$509

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PL-SA8	**SA8 Pistol**—8-round capacity, semi-auto, uses 12 gram CO_2 cartridges	$462

Projectiles We offer special pricing for volume orders. Quantity orders receive the best price per projectile to save your agency money. Projectiles have a minimum 3-year shelf life.
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RED OC POWDER
Kinetic impact and OC delivery from 30 feet away. Non-lethal, fast acting, and less decontamination time than liquid OC.

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CLEAR INERT LIQUID
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PP-DM90	90	$52
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PP-DM1500	1500	$795
PP-DM3000	3000	$1,549
PP-DM15000	15000	$7,375

GLASS SHATTERING
Glass Shattering rounds create openings in car or building windows for OC projectile delivery. These rounds are not intended for use against human beings.

PART NUMBER	DESCRIPTION	PRICE	PART NUMBER	DESCRIPTION	PRICE
PP-GS10	10	$25	PP-GS500	500	$1,050
PP-GS100	100	$225	PP-GS1000	1000	$1,950

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PTRAIN	**Training**—per instructor	$150
PT-SATP	**SA200 Training Package**—Video, manual, and CD-ROM	$89.95

TOLL FREE: 877.887.3773 • FAX: 858.638.0781 • WWW.PEPPERBALL.COM

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Air Fill Equipment

You'll need an adapter to fill the launcher HPA bottles, and you have a choice of two sources to fill from. Either SCUBA tanks (dive type with K valve), or Self-Contained Breathing Apparatus (SCBA) tanks (3000 psi rated). The SCBA kit is needed if you use SCBA tanks.

PART NUMBER	DESCRIPTION	PRICE
PA-HPA	**13 cubic inch HPA Bottle**—with regulator, and fill nipple cover. Needs butt stock (PA-TB-HPA)	$120
PA-HPA-47	**47 cubic inch HPA Bottle**—with regulator, and fill nipple cover. Only for riot control	$114
PA-HPA-68	**68 cubic inch HPA Bottle**—with regulator, and fill nipple cover. Only for riot control	$199.95
PA-SCON	**On/Off Slide Check**—on and off valve for HPA bottle	$39.95
PA-FA	**SCUBA Air Fill Adapter**—buy this if you fill from SCUBA tanks, comes with 4 extra O-rings	$66
PA-ATK	**SCUBA Air Fill Tank**—80 cubic foot	$137
PA-SCBA	**SCBA Adapter**—buy this if you fill from SCBA tanks and already have the PA-FA adapter	$45
PA-SCBA-K	**SCBA Adapter/Fill Adapter Combination Kit**—buy this if you fill from SCBA tanks	$110
PA-NC-10	**HPA Bottle Fill Nipple Cover with lanyard** (10-pack)—for spares	$10
PA-CO2-100	**12 gram CO_2 Cartridge, Disposable** (100-pack)—for SA8 only	$57

Hoppers/Feed Equipment

If you're creating your own system, you'll need either a standard or automated hopper for the SA200. Speed pods hold 120 rounds and make for faster loading.

PART NUMBER	DESCRIPTION	PRICE
PA-H200-BL	**Hopper**—180-round capacity, Black	$5
PA-H200-CL	**Hopper**—180-round capacity, Clear	$6
PA-H100-BL	**Hopper**—100-round capacity, Black	$6
PA-HCL200	**Hopper**—12V Automatic, 180-round capacity, Clear—requires two 9v batteries	$59
PA-SPEED	**Speed Pod Loader**—120-round capacity	$9
PA-T10-10	**10-Round Loading Tubes**—for SA8 (10-pack)	$2
PA-TRIOT450	**Riot Kit, SA200**—4-pouch vest, suspenders, 47 cu. in. bottle, 4 speed pods, hose w/ slide check, quick disconnect	$200
PA-TRIOT850	**Riot Kit, SA200**—6-pouch vest, suspenders, 68 cu. in. bottle, 6 speed pods, hose w/ slide check, quick disconnect	$325
PA-RV4	**4-Pouch Vest**	$20
PA-RV6	**6-Pouch Vest**	$30
PA-SUSP	**Riot Vest Suspenders**	$6.25
PA-HPCOIL	**Remote Hose**—with slide check and quick disconnect	$59.95

Maintenance

Each rifle PepperBall System launcher comes with a 10-pack of O-rings and an oil bottle. Buy extra HPA bottle O-rings and a pack of fill adapter O-rings as additional insurance against system failure.

PART NUMBER	DESCRIPTION	PRICE
PM-OR-10	**HPA Bottle Replacement O-Rings** (10-pack)	$3
PM-OR-1000	**HPA Bottle Replacement O-Rings** (1000-pack)	$163
PM-OR-FA	**Fill Adapter Replacement O-Rings** (10-pack)	$2
PM-LO-S	**Lubricating Oil Bottle for SA8 and SA200 Launchers**	$3
PA-OMK-SA200	**SA200 Maintenance Kit**—includes owners manual, oil, tools, 1 O-ring	$8
PA-OMK-SA8	**SA8 Maintenance Kit**—includes owners manual, oil, tools, replacement O-ring set	$15

Accessories

Complete your non-lethal PepperBall™ Systems with these essential items.

PART NUMBER	DESCRIPTION	PRICE
PC-SCR200	**Soft Case for SA200**—custom made to fit assembled launcher, allows for instant deployment	$63
PC-SCP	**Soft Case for SA8**	$35
PC-P1700	**Hard Case for SA200**—for added protection or dusty environments	$169
PC-P1550	**Hard Case for SA8**—for added protection or dusty environments	$120
PA-TB-HPA	**Butt Stock for HPA Bottle**—fits 13 cubic inch bottle only	$4.50
PA-SLING	**SA200 Tactical Sling**—available in black, orange, or green, one point attachment	$30
PA-LSR1	**Laser Sight**—for use with the SA200	$33
PA-9vB	**Battery**—9V, for use with Automatic Hopper—needs two	$2.50

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PP-GS100	100	$225	PP-GS1000	1000	$1,950

Training All agencies are required to certify at least one officer as a PepperBall™ Instructor prior to purchasing systems. For a calendar of training events, visit our Web site at ***www.pepperball.com***. Or purchase our remote training package and conduct a self-training program. Be sure to return your test to be certified as a PepperBall Trainer through Jaycor Tactical Systems.

PTRAIN	**Training**—per instructor	$150
PT-SATP	**SA200 Training Package**—Video, manual, and CD-ROM	$89.95

(b) (6) [redacted]

TOLL FREE: 877.887.3773 • FAX: 858.638.0781 • WWW.PEPPERBALL.COM

ents, issued or pending.
PepperBall™ is a trademark of Jaycor Tactical Systems. © 2001 Jaycor Tactical Systems.

PepperBall™

Effective 10/03/01

Jaycor Tactical Systems, Inc.
6142 Nancy Ridge Drive, Suite 101
San Diego, CA 92121
ALL PRICES IN U.S. DOLLARS

Factory-Direct U.S. Price List

Air Fill Equipment

You'll need an adapter to fill the launcher HPA bottles, and you have a choice of two sources to fill from. Either SCUBA tanks (dive type with K valve), or Self-Contained Breathing Apparatus (SCBA) tanks (3000 psi rated). The SCBA kit is needed if you use SCBA tanks.

PART NUMBER	DESCRIPTION	PRICE
PA-HPA	**13 cubic inch HPA Bottle**—with regulator, and fill nipple cover. Needs butt stock (PA-TB-HPA)	$120
PA-HPA-47	**47 cubic inch HPA Bottle**—with regulator, and fill nipple cover. Only for riot control	$114
PA-HPA-68	**68 cubic inch HPA Bottle**—with regulator, and fill nipple cover. Only for riot control	$199.95
PA-SCON	**On/Off Slide Check**—on and off valve for HPA bottle	$39.95
PA-FA	**SCUBA Air Fill Adapter**—buy this if you fill from SCUBA tanks, comes with 4 extra O-rings	$66
PA-ATK	**SCUBA Air Fill Tank**—80 cubic foot	$137
PA-SCBA	**SCBA Adapter**—buy this if you fill from SCBA tanks and already have the PA-FA adapter	$45
PA-SCBA-K	**SCBA Adapter/Fill Adapter Combination Kit**—buy this if you fill from SCBA tanks	$110
PA-NC-10	**HPA Bottle Fill Nipple Cover with lanyard** (10-pack)—for spares	$10
PA-CO2-100	**12 gram CO_2 Cartridge, Disposable** (100-pack)—for SA8 only	$57

Hoppers/Feed Equipment

If you're creating your own system, you'll need either a standard or automated hopper for the SA200. Speed pods hold 120 rounds and make for faster loading.

PART NUMBER	DESCRIPTION	PRICE
PA-H200-BL	**Hopper**—180-round capacity, Black	$5
PA-H200-CL	**Hopper**—180-round capacity, Clear	$6
PA-H100-BL	**Hopper**—100-round capacity, Black	$6
PA-HCL200	**Hopper**—12V Automatic, 180-round capacity, Clear—requires two 9v batteries	$59
PA-SPEED	**Speed Pod Loader**—120-round capacity	$9
PA-T10-10	**10-Round Loading Tubes**—for SA8 (10-pack)	$2
PA-TRIOT450	**Riot Kit, SA200**—4-pouch vest, suspenders, 47 cu. in. bottle, 4 speed pods, hose w/ slide check, quick disconnect	$200
PA-TRIOT850	**Riot Kit, SA200**—6-pouch vest, suspenders, 68 cu. in. bottle, 6 speed pods, hose w/ slide check, quick disconnect	$325
PA-RV4	**4-Pouch Vest**	$20
PA-RV6	**6-Pouch Vest**	$30
PA-SUSP	**Riot Vest Suspenders**	$6.25
PA-HPCOIL	**Remote Hose**—with slide check and quick disconnect	$59.95

Maintenance

Each rifle PepperBall System launcher comes with a 10-pack of O-rings and an oil bottle. Buy extra HPA bottle O-rings and a pack of fill adapter O-rings as additional insurance against system failure.

PART NUMBER	DESCRIPTION	PRICE
PM-OR-10	**HPA Bottle Replacement O-Rings** (10-pack)	$3
PM-OR-1000	**HPA Bottle Replacement O-Rings** (1000-pack)	$163
PM-OR-FA	**Fill Adapter Replacement O-Rings** (10-pack)	$2
PM-LO-S	**Lubricating Oil Bottle for SA8 and SA200 Launchers**	$3
PA-OMK-SA200	**SA200 Maintenance Kit**—includes owners manual, oil, tools, 1 O-ring	$8
PA-OMK-SA8	**SA8 Maintenance Kit**—includes owners manual, oil, tools, replacement O-ring set	$15

Accessories

Complete your non-lethal PepperBall™ Systems with these essential items.

PART NUMBER	DESCRIPTION	PRICE
PC-SCR200	**Soft Case for SA200**—custom made to fit assembled launcher, allows for instant deployment	$63
PC-SCP	**Soft Case for SA8**	$35
PC-P1700	**Hard Case for SA200**—for added protection or dusty environments	$169
PC-P1550	**Hard Case for SA8**—for added protection or dusty environments	$120
PA-TB-HPA	**Butt Stock for HPA Bottle**—fits 13 cubic inch bottle only	$4.50
PA-SLING	**SA200 Tactical Sling**—available in black, orange, or green, one point attachment	$30
PA-LSR1	**Laser Sight**—for use with the SA200	$33
PA-9vB	**Battery**—9V, for use with Automatic Hopper—needs two	$2.50

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552.212-70 (c) (1).

PepperBall™

Effective 10/03/01

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6142 Nancy Ridge Drive, Suite 101
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ALL PRICES IN U.S. DOLLARS

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PA-SCON	**On/Off Slide Check**—on and off valve for HPA bottle	$39.95
PA-FA	**SCUBA Air Fill Adapter**—buy this if you fill from SCUBA tanks, comes with 4 extra O-rings	$66
PA-ATK	**SCUBA Air Fill Tank**—80 cubic foot	$137
PA-SCBA	**SCBA Adapter**—buy this if you fill from SCBA tanks and already have the PA-FA adapter	$45
PA-SCBA-K	**SCBA Adapter/Fill Adapter Combination Kit**—buy this if you fill from SCBA tanks	$110
PA-NC-10	**HPA Bottle Fill Nipple Cover with lanyard** (10-pack)—for spares	$10
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PA-H100-BL	**Hopper**—100-round capacity, Black	$6
PA-HCL200	**Hopper**—12V Automatic, 180-round capacity, Clear—requires two 9v batteries	$59
PA-SPEED	**Speed Pod Loader**—120-round capacity	$9
PA-T10-10	**10-Round Loading Tubes**—for SA8 (10-pack)	$2
PA-TRIOT450	**Riot Kit, SA200**—4-pouch vest, suspenders, 47 cu. in. bottle, 4 speed pods, hose w/ slide check, quick disconnect	$200
A-TRIOT850	**Riot Kit, SA200**—6-pouch vest, suspenders, 68 cu. in. bottle, 6 speed pods, hose w/ slide check, quick disconnect	$325
PA-RV4	**4-Pouch Vest**	$20
PA-RV6	**6-Pouch Vest**	$30
PA-SUSP	**Riot Vest Suspenders**	$6.25
PA-HPCOIL	**Remote Hose**—with slide check and quick disconnect	$59.95

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PM-LO-S	**Lubricating Oil Bottle for SA8 and SA200 Launchers**	$3
PA-OMK-SA200	**SA200 Maintenance Kit**—includes owners manual, oil, tools, 1 O-ring	$8
PA-OMK-SA8	**SA8 Maintenance Kit**—includes owners manual, oil, tools, replacement O-ring set	$15

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Complete your non-lethal PepperBall™ Systems with these essential items.

PART NUMBER	DESCRIPTION	PRICE
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PC-SCP	**Soft Case for SA8**	$35
PC-P1700	**Hard Case for SA200**—for added protection or dusty environments	$169
PC-P1550	**Hard Case for SA8**—for added protection or dusty environments	$120
A-TB-HPA	**Butt Stock for HPA Bottle**—fits 13 cubic inch bottle only	4.50
PA-SLING	**SA200 Tactical Sling**—available in black, orange, or green, one point attachment	$30
PA-LSR1	**Laser Sight**—for use with the SA200	$33
PA-9vB	**Battery**—9V, for use with Automatic Hopper—needs two	2.50

(b) (6)

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Effective 10/03/01

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Factory-Direct U.S. Price List

Systems

Buy completed systems if you want everything you need in one box, ready to deploy.
Projectiles and air fill equipment are sold separately.

PART NUMBER	DESCRIPTION	PRICE
PS-SA200	**SA200 System**—includes launcher, hopper, soft case, 13 cu. in. HPA bottle, butt stock, maintenance kit	$378
PS-RIOT450	**SA200 450 RIOT System**—includes launcher, hopper, soft case, maintenance kit, and PA-TRIOT450	$473
PS-RIOT850	**SA200 850 RIOT System**—includes launcher, hopper, soft case, maintenance kit, and PA-TRIOT850	$599
PS-SA8	**SA8 System**—includes launcher, holster, soft case, 10-pack CO_2 cartridges, 10 speed tubes, maintenance kit	$509

Launchers

These launchers do not come with hoppers, magazines, high-pressure air bottles, butt stocks, or cases. Mix and match individual parts for a custom system, or purchase a complete system (above). ***Projectiles and air fill equipment are sold separately.***

PART NUMBER	DESCRIPTION	PRICE
PL-SA200	**SA200 Semi Automatic Rifle**—180-round capacity, uses high pressure air (HPA)	$176
PL-SA8	**SA8 Pistol**—8-round capacity, semi-auto, uses 12 gram CO_2 cartridges	$462

Projectiles

We offer special pricing for volume orders. Quantity orders receive the best price per projectile to save your agency money. Projectiles have a minimum 3-year shelf life.
NOTE: The use of PepperBall Projectiles in other launch platforms voids all JTS warranties and liability.

RED OC POWDER

Kinetic impact and OC delivery from 30 feet away. Non-lethal, fast acting, and less decontamination time than liquid OC.

PART NUMBER	DESCRIPTION	PRICE
PP-R90C	90	$149
PP-R375C	375	$602
PP-R750C	750	$1,081
PP-R1K5CB	1500	$1,971
PP-R3KB	3000	$3,630
PP-R15KB	15000	$16,852

CLEAR INERT LIQUID

esigned for interior training and have been used successfully for riot control when OC application is not appropriate.

PART NUMBER	DESCRIPTION	PRICE
PP-W375C	375	$153
PP-W750C	750	$277
PP-W1K5CB	1500	$533
PP-W3KB	3000	$1,026
PP-W15KB	15000	$5,036

PURPLE INERT SCENTED POWDER

Training rounds give officers the ability to simulate the effects of wind and environment as if using live OC rounds.

PART NUMBER	DESCRIPTION	PRICE
PP-P375C	375	$208
PP-P750C	750	$405
PP-P1K5CB	1500	$795
PP-P3KB	3000	$1,549
PP-P15KB	15000	$7,375

LIME DYE MARKER

Dye markers rounds allow officers to mark suspects with neon lime color in riot and crowd control situations.

PART NUMBER	DESCRIPTION	PRICE
PP-DM90	90	$52
PP-DM375	375	$208
PP-DM750	750	$405
PP-DM1500	1500	$795
PP-DM3000	3000	$1,549
PP-DM15000	15000	$7,375

GLASS SHATTERING

Glass Shattering rounds create openings in car or building windows for OC projectile delivery. These rounds are not intended for use against human beings.

PART NUMBER	DESCRIPTION	PRICE	PART NUMBER	DESCRIPTION	PRICE
PP-GS10	10	$25	PP-GS500	500	$1,050
PP-GS100	100	$225	PP-GS1000	1000	$1,950

Training

All agencies are required to certify at least one officer as a PepperBall™ Instructor prior to purchasing systems. For a calendar of training events, visit our Web site at ***www.pepperball.com***. Or purchase our remote training package and conduct a self-training program. Be sure to return your test to be certified as a PepperBall Trainer through Jaycor Tactical Systems.

PTRAIN	**Training**—per instructor	$150
PT-SATP	**SA200 Training Package**—Video, manual, and CD-ROM	$89.95

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Revised

CSP-1 **COMMERCIAL SALES PRACTICES FORMAT**

Name of Offeror Jaycor Tactical Systems, Inc

SIN(s) 426 ID

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), 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: $1,837,998. State begining and ending of the 12 month period. Beginning 1/1/00 Ending 12/31/00. 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.

SIN $2.5million $_____;
SIN _____ $_____;
SIN _____ $_____;

(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 X 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 515.4-2, 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.

Column 1—Customer	Column 2—Discount	Column 3—Quantity/Volume	Column 4—FOB Term	Column 5—Concessions
None	None	None	None	None

(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 X. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience .

SOURCE SELECTION INFORMATION – SEE FAR 3.104

(b) (6) [redacted]

#2

GSA

GSA Greater Southwest Region

October 16, 2001

Mr. Roger Behrendt
Jaycor Tactical Systems. Inc.
6142 Nancy Ridge Dr., Suite 101
San Diego, CA 92121

Dear Mr. Behrendt:

Thank you for the revisions forwarded in response to the Government clarification letter, dated 4 October 2001, to your offer in response to Standing Solicitation Number 7FXP-D4-01-0539-B, FSC Group 84, Part VI, Section A - Law Enforcement and Security Equipment. After reviewing the revisions, the following items need to be completed and/or clarified:

Basic Solicitation

Pages 16 and 17, E-FSS-516, Production Point and Inspection Information – Please provide the address (including County) and phone number for each of the manufacturer's noted on your attachment.

Page 35, Clause 552.212-70 – Preparation of Offer (Multiple Award Schedule)(August 1997) – Please provide the information requested in paragraphs (b) and (c) of the referenced clause. This information provide the discounts, terms, conditions and concessions you are offering the Government. This information must be provided before evaluation of your offer can be completed.

Attachment 22

Page 22-21, CSP-1, Commercial Sales Practices Format – The information requested in Paragraph (4)(a) must be provided. If you do not offer ANY commercial category of customer ANY discounts, then enter "NONE" in each of the columns. However, if you do offer discounts or concessions to any category(ies) of commercial customers, then the customer (or category of customer) must be identified in Column 1, and the discounts, terms and conditions offered that category entered in Columns 2 through 5. This information must be provided in order to compare the discounts, terms, conditions and concessions you offer your commercial customers with the discounts, terms, conditions and concessions you are offering the Government (as indicated in Clause 552.212-70, Page 35 requested above).

U.S. General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6195
www.gsa.gov

Please sign, date, and marked "revised" on each corrected page after making the above corrections. To prevent possible rejection of your offer, please provide the noted revisions within 15 calendar days from receipt of this letter.

If you have any questions or require additional information, please contact me at 817-978-2515, or via email at kellie.stoker@gsa.gov..

Sincerely,

Kellie Stoker
Contract Specialist, 7FXPM-K6

FAX COVER SHEET
GSA, FSS, MWR
PROCUREMENT DIVISION
819 TAYLOR STREET, ROOM 6A24
FORT WORTH, TX 76102

FAX: 817-978-8672

TO: (b) (6) [redacted] FROM: Kellie Stoker, 7FXPM-K6

VOICE: 858-638-0236 VOICE: 817-978-2515

FAX: 858-638-0781

SUBJECT:

COMMENTS: additional clarifications needed.

(b) (6) [redacted]

NUMBER OF PAGES INCLUDING THIS COVER SHEET: 3

DATE: 16 Oct 01

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for

Oct 16 2001 9:49am

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 16	9:47am	Sent	918586380781	1:43	3	OK

Result:
OK - black and white fax

Fax

Date: Friday, October 12, 2001

To: Leslie M. Cuevas
Contracting Officer
Phone: 817-978-8668
Fax: 817-978-8672

From: Jaycor Tactical Systems, Inc.
(b) (6) [redacted]
Phone: 877-887-3773
Fax: 858-638-0781

Pages: 2

Subject: GSA Revisions

Hi Leslie,

Here is the Commercial Sales Invoice that was not faxed over to you yesterday.

All of the items I faxed to you last night and this page will be sent to you via Fedx today. Please let me know if you have any questions. Thank you.

October 11, 2001

GSA, General Products Center
Schedules Contracting Division (7FXP)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

Attn: Leslie Cuevas
Contracting Officer, 7FXPM-M3

Solicitation Number 7FXP-D4-01-0539-B
FSC Group 84, Part VI, Section A – Law Enforcement
and Security Equipment.

Dear Leslie:

Per your letter of October 4, 2001, we have clarified the following items:

Page 1, Standard form 1449, reflects our new address, phone number and fax number.

Page 2, Standard form 1449, Dunn & Bradstreet has been notified at 800-234-3867 about our change of address.

Page 6, 52.215.6, Place of Performance is correct. FOB is now San Diego, CA.

Page 6, 52.223-3, Material Data Safety Sheets attached here. Attachment 1.

Page 10 and 11, 552-216-73, Ordering information corrected to reflect new address, phone number and fax number, paragraph (e) completed.

Pages 17 and 18, G-FSS-900-C, corrected copy to reflect new address, phone number and fax number.

Page 18 and 19, G-FSS-903, E-mail and Website Url addresses corrected with new address, phone number and fax number.

(cont)

page two
Leslie Cuevas
Contracting Officer, 7FXPM-M3
Solicitation Number 7FXP-D4-01-0539-B

Page 20, G-FSS-914-A, Contractor's Remittance (Payment) Address – corrected to reflect new address, phone number and fax number.

Pages 20 and 21, I-FSS-103, Scope of Contract – corrected to domestic delivery only.

Page 37, K-FSS-1, Authorized Negotiators – corrected to reflect new phone numbers and email addresses.

Page 40 – Completed for fill-in paragraph (5) Common parent.

Page 42 – Completed for fill-on paragraph (11) (i) and (ii).

Attachment 22

Page 22-5, Price listed date corrected.

Page 22-19 and 22-20, 552.211.-78, commercial delivery rates can be expedited at rates only known when the region is known for the order. Items PP-R90C through items PP-R15KB and item PA-Co2-100 cannot be expedited, however.

Page 22-21, CSP – 1 Commercial Sales Practices Format – is unavailable at this time, I hope to fax it over on Friday.

Standard Commercial Warranty is attached.

Instructor Training ($150.00), course outline is attached.

Leslie, as we discussed, I am faxing these clarifications over to you in hopes of expediting this process. I will forward all originals to you via Fed-x, once I have item 22-21 above. I will also fax it over to you as soon as I have it.

Once again we appreciate all of your efforts pushing this contract forward. Please do not hesitate to contact me with any questions you may have.

Sincerely,

(b) (6) [redacted]

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, & 30

1. REQUISITION NUMBER: N/A

2. CONTRACT NO.: Upon execution, number will appear on Page 1A.

3. AWARD/EFFECTIVE DATE: Upon execution, date will appear on Page 1A.

4. ORDER NUMBER: N/A

5. SOLICITATION NUMBER: Refresh Number 2 7FXP-D4-01-0539-B

6. SOLICITATION ISSUE DATE: April 1, 2001

7. [redacted] SOLICITATION [redacted]ORMATION CALL→

a. NAME: Frank Lioce, 7FXPM-D4; Cheryl Goff, 7FXPI-S5

b. TELEPHONE NUMBER (*No collect calls*): 817-978-4544; 817-978-8608

8. OFFER DUE DATE/ LOCAL TIME: N/A

9. ISSUED BY — CODE

GSA, General Products Center
Schedule Contracting Division (7FXP)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

Address offers to the address above.

Complete shaded boxes on this page.

10. THIS ACQUISITION IS: See Attachments
☐ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8 (A)

SIC. See Attachments

SIZE STANDARD: See Attachments

11. DOMESTIC DELIVERY: See Attachments

INTERNATIONAL DELIVERY: See Attachments

12. DISCOUNT TERMS: Minimum: Net 30 Days; Other: ____%____Days

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

13b. RATING

14. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE

To be shown on each order issued under any contract resulting from this solicitation.

16. ADMINISTERED BY — CODE

See attached Page 1A of any contract resulting from this solicitation.

17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS — CODE — FACILITY CODE

Jaycor Tactical Systems, Inc
6142 Nancy Ridge Drive
San Diego, CA 92121

877[redacted]-3773 — TELEPHONE NO.
858/638-0781 — FAX NO.
00-320-7003 — DUNS

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

18a. PAYMENT WILL BE MADE BY — CODE

See Block 15.

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

Do not complete Blocks 19 through 24, see schedule of supplies/items/services in the products/services attachments.

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See Block 15

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*): Indefinite

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 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: **See attached continuation page(s) beginning on Page 1A.**

[redacted]

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)
George Burkle
VP/Operations

30c. DATE SIGNED: 10/11/01

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Upon execution, signature will appear on Page 1A.

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 CORRECT FOR

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

[redacted]

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Attachment 1

Material Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY (As Used on Label and List): BLAST AGENT, OLEORESIN CAPSICUM

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name: Jaycor Tactical Systems, Inc.	Emergency Telephone Number: 858-638-0236 Ext 142
Address (Number, Street, City, State, and ZIP Code): 6142 Nancy Ridge Drive	Telephone Number for Information: 877-887-3773
San Diego, CA 92121	Date Prepared: 17 APRIL 2001
	Signature of Preparer (optional):

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
MAGNESIUM OXIDE	N/A	10 Mg/M3	N/A	
FUMED SILICA	N/A	N/A	N/A	
OLEORESIN CAPSICUM 943355	N/A	N/A	N/A	

Section III — Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H_2O = 1)	2.5
Vapor Pressure (mm Hg.)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A

Solubility in Water: INSOLUBLE

Appearance and Odor: FINE POWDER, GRAY IN COLOR, CHILI PEPPER ODOR

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
N/A	N/A	N/A	N/A

Extinguishing Media: N/A

Special Fire Fighting Procedures: NONE REQUIRED

Unusual Fire and Explosion Hazards: NONE KNOWN

(b) (6) [redacted]

KB

Attachment 1 page 2.

Section V — Reactivity Data

Stability	Unstable		Conditions to Avoid NONE
	Stable	X	

Incompatibility (*Materials to Avoid*) NONE

Hazardous Decomposition or Byproducts PUNGENT FUMES MAY BE EMITTED WHEN HEATED ABOVE 175 DEGREES F.

Hazardous Polymerization	May Occur		Conditions to Avoid NONE
	Will Not Occur	X	

Section VI — Health Hazard Data

Route(s) of Entry: Inhalation? YES Skin? YES Ingestion? YES

Health Hazards (*Acute and Chronic*) NONE

Carcinogenicity: NTP? NO IARC Monographs? NO OSHA Regulated? NO

Signs and Symptoms of Exposure COUGHING, SNEEZING, TEARING OF THE EYES, BURNING SENSATION IN NOSE, EYES, MOUTH, THROAT, OR CHEST.

Medical Conditions Generally Aggravated by Exposure ASTHMATICS

Emergency and First Aid Procedures MOVE THE EXPOSED INDIVIDUAL TO FRESH AIR. WASH AFFECTED AREAS WITH COOL CLEAN WATER. DO NOT USE SOAP.

Section VII — Precautions for Safe Handling and Use

Steps to Be Taken in Case Material Is Released or Spilled SECURE THE AREA AND ENGAGE ANY ADDITIONAL VENTILATION DEVICES THAT MAY BE IN THE AREA. DO NOT ENTER THE AREA WITHOUT PROPER PPE. CLEAN UP SPILL WITH WET VACUUM OR WASH AREA WITH COOL SOAPY WATER AND MOP UP OC RESIDUE.

Waste Disposal Method CONSULT FEDERAL, STATE, AND/OR LOCAL REGULATIONS.

Precautions to Be Taken in Handling and Storing STORE PER MANUFACTURER'S RECOMMENDATIONS ON PRODUCT.

Other Precautions NONE

Section VIII — Control Measures

Respiratory Protection (*Specify Type*) NIOSH APPROVED DUST RESPIRATOR FOR CONCENTRATIONS ABOVE TLV (20MPPCF)

Ventilation	Local Exhaust	YES	Special	YES
YES	*Mechanical (General)*	YES.	*Other*	N/A

Protective Gloves	YES	Eye Protection	YES - APPROVED SAFETY GOGGLES

Other Protective Clothing or Equipment TYVEX COVERALLS OR SIMILAR TO AVOID SKIN CONTACT.

Work/Hygienic Practices WASH WITH COOL, CLEAN WATER. WASH CONTAMINATED CLOTHES BEFORE REUSE.

(b) (6) [redacted]

(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

552.216-73 ORDERING INFORMATION (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 [X] 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.

Jaycor Tactical Systems, Inc 877-887-3773
Attn: [redacted] FAX: 858- 638-0236 Ext 107
6142 Nancy Ridge Rd. -mail: kbuchholz@pepperball.com
San Diego, CA 92121

(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.

FAX: 858-638-0781
Confirmation telephone: 877-887-3773

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

Jaycor Tactical Systems, Inc
Attn: [redacted]
6142 Nancy Ridge Rd.
San Diego, CA 92121

(b) (6) [redacted]

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

YES [ ] NO [X]

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.

552.223-72 HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN)/item the following information:

NSN/ITEM	DOT SHIPPING NAME	DOT HAZARD CLASS	DOT LABEL REQUIRED
N/A			Yes [ ] No [ ]
			Yes [ ] No [ ]
			Yes [ ] No [ ]
			Yes [ ] No [ ]
			Yes [ ] No [ ]

552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (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.

552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at http://www.finance.gsa.gov. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999)

(b) (6)

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

Product	Standard

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

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

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

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

FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)

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

C-FSS-427 ANSI/ASTM STANDARDS (JUL 1991) (Local Deviation Feb 2000)

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 (Telephone: (212) 642-4900).

ASTM standards cited in this solicitation may be obtained from the American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959. Telephone 610-832-9585, Fax: 610-832-9555, Web Site: www.astm.org, email: service@astm.org. Please note, ASTM charges for their services.

D-FSS-465 EXPORT PACKING (APR 1984)

(a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial and/or Government export packing. Government export packing, if offered, shall be in accordance with the applicable specifications for the commodity as specified in the purchase order. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

(b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

E-FSS-516 PRODUCTION POINT AND INSPECTION INFORMATION (MAR 1990)

Offerors shall insert the following information for each item offered in the spaces provided below:

(b) (6) [redacted]

ITEM NO(S).	NAME OF MANUFACTURER	PRODUCTION POINT— NAME, ADDRESS (Including County), and TELEPHONE NUMBER	INSPECTION POINT (If other than Production Point)
Please see attachment.			

F-FSS-202-F DELIVERY PRICES (APR 1984) (Applicable to Overseas Delivery only)

Prices offered must cover delivery to destinations as provided below:

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

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

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

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

_____

_____

_____

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

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

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

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

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (MAY 2000) (Local Deviation Jun 2000)

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.

(b) (6) [redacted]

Pages 16 and 17, E-FSS-516
Attachment 2

Item	Manufacturer	Production Point
PS-SA200	Jaycor Tactical Systems	Jaycor Tactical Sys.
PS-RIOT 450	Jaycor Tactical Systems	6142 Nancy Ridge Dr
PS-RIOT 850	Jaycor Tactical Systems	San Diego, CA 92121
PS-SA8	Jaycor Tactical Systems	San Diego County
PL-SA200	Tippman Pheumatics	877-887-3773
PL-SA8	Airgun Designs	
PP-R90C	Perfect Circle Paintball	(note: Production
PP-R375C	Perfect Circle Paintball	and Inspection Point
PP-R750C	Perfect Circle Paintball	is the same for all
PP-R1K5CB	Perfect Circle Paintball	items)
PP-R3KB	Perfect Circle Paintball	
PP-R15KB	Perfect Circle Paintball	
PP-P375C	Perfect Circle Paintball	
PP-P750C	Perfect Circle Paintball	
PP-P1K5CB	Perfect Circle Paintball	
PP-P3KB	Perfect Circle Paintball	
PP-P15KB	Perfect Circle Paintball	
PP-W375C	Perfect Circle Paintball	
PP-W750C	Perfect Circle Paintball	
PP-W1K5CB	Perfect Circle Paintball	
PP-W3KB	Perfect Circle Paintball	
PP-W15KB	Perfect Circle Paintball	
PP-DM90	Perfect Circle Paintball	
PP-DM375	Perfect Circle Paintball	
PP-DM750C	Perfect Circle Paintball	
PP-DM1500	Perfect Circle Paintball	
PP-DM3000	Perfect Circle Paintball	
PP-DM15000	Perfect Circle Paintball	
PP-GS10	Engineering Labs., Inc	
PP-GS100	Engineering Labs., Inc	
PP-GS500	Engineering Labs., Inc	
PP-GS1000	Engineering Labs., Inc	
PTRAIN	Jaycor Tactical Systems	
PT-SATP	Jaycor Tactical Systems	
PA-HPA	Hose Shop LTD	
PA-HPA-47	Hose Shop LTD	
PA-HPA-68	Air Concepts Industries	
PA-SCON	Jaycor Tactical Systems	
PA-FA	Hose Shop LTD	
PA-ATK	Cramer Decker Industries	
PA-SCUBA	Global Manufacturing Corp	
PA-SCBA-K	Jaycor Tactical Systems	
PA-Co2-100	Zandy Innovations	

(b) (6) [redacted]

(Continued)
page two

Item	Manufacturer	Production Point
PA-H200-CL	National Paintball	Jaycor Tactical Sys.
PA-H100-CL	National Paintball	6142 Nancy Ridge Dr
PA-HCL200	Brass Eagle Inc	San Diego, CA 92121
PA-SPEED	JT USA Inc.	San Diego County
PA-T10-10	National Paintball	877-887-3773
PA-TRIOT 450	Jaycor Tactical Systems	
PA-TRIOT 850	Jaycor Tactical Systems	(note: Production
PA-RV4	Brass Eagle Inc	and Inspection Point
PA-RVG	Brass Eagle Inc	is the same for all
PA-SUSP	Brass Eagle Inc	items.)
PA-HPCOIL	Hose Shop LTD	
PM-or-10	Air Concepts Industries	
PM-OR-1000	Air Concepts Industries	
PM-OR-FA	Cal State Seals	
PM-LO-S	Air Concepts Industries	
PA-OMK-SA20	Jaycor Tactical Systems	
PA-OMK-SA8	Air Gun Design	
PC-SCR200	Bagmaster MFG DOC	
PC-SCP	Double Triple Trading	
PC-P1700	Botach Tactical Systems	
PC-P1550	Botach Tactical Systems	
PA-TB-TPA	National Paintball	
PA-SLING	I.B.D. Products	
PA-LSRI	Daisy Manufacturing	
PA-9VB	McMaster Carr	

(b) (6) [redacted]

Please note that the contract administrator named in this contract is responsible for overall compliance with contract clauses, including 552.238-74, Contractor's Report of Sales, and 552.238-76, Industrial Funding Fee. The Contractor's designation of representatives to ile certain functions under this contract does not relieve the contract administrator of responsibility for compliance in these areas. erefore, any contract compliance issues, including those concerning compliance with clauses 552.238-74 and 552.238-76 may be addressed directly to the contract administrator.

(a) Offerors are required to designate a person to be contacted for prompt contract administration.

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRES 6142 Nancy Ridge Drive, San Diego, CA 92121

ZIP CODE 92121

TELEPHONE NO. (858) 877-887-3773 FAX NO. 858- 638-0781

Please furnish the following information for individual(s) responsible for submission of the **GSA Form 72A Contractor's Report of Sales (Reference Clause 552.238-74)**:

NAME [redacted]

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

TELEPHONE NO. (858) 638-0236 FAX NO. 858-638-0781

ase furnish the following information for individual(s) responsible for submission of, and/or questions concerning the **Industrial Funding Fee remittances (Reference Clause 552.238-76)**:

NAME [redacted]

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

TELEPHONE NO. (858) 638-0236/107 FAX NO. 858 / 638-0781

(b) Offerors are required to designate a person located in the **overseas areas** covered by this contract to be contacted for prompt contract administration. **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 N/A

TITLE

ADDRESS

TELEPHONE NO. ( ) FAX NO.

G-FSS-903 E-MAIL AND WEBSITE URL ADDRESS(ES) (JUL 2000)

Offerors are requested to insert in the spaces below an e-mail address. The e-mail address must be where Government inquiries shall be directed. If your company uses multiple customer e-mail addresses for specific purposes, all such addresses should be included.

(b) (6) [redacted]

This information is optional and will be utilized in Federal Supply Services' Schedule E-Library and to communicate with the Contractor.

NAME [redacted]

TITLE Sales and Training Coordinator

ADDRESS 6142 Nancy Ridge Drive, San Diego, CA 92121

E-MAIL ADDRESS(ES) [redacted]

WEBSITE URL ADDRESS(ES) www.pepperball.com

TELEPHONE NO. (877) 887-3773

FOR OFFICIAL USE ONLY

GSA Contract Number_____

Schedule Number_____

Contracting Officer's name, e-mail address, phone number, fax number

_____

_____

FSS-913 CONTRACTOR'S BILLING RESPONSIBILITIES (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.

(b) (6) [redacted]

CERTIFICATION

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

N/A

Name Date

G-FSS-914-A CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (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:

Jaycor Tactical Systems, Inc
6142 Nancy Ridge Road
San Diego, CA 92121

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.

ASE 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.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (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.

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (MAR 2000)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico and Washington, DC; and to a CONUS port or consolidation point for orders received from overseas activities.

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

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

☐ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

☐ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

(b) (6) [redacted]

☒ Contractor will provide domestic delivery only.

Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

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

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card. If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery with 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

NOTE: If the above clause, I-FSS-103, is present in a products/services attachment, the clause in the attachment will take precedence over the clause in the basic solicitation.

FSS-106 GUARANTEED MINIMUM (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.

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

The following clauses apply to overseas coverage.

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

NOTE: If FOB Origin applies to overseas coverage use clause 52.247-29, FOB Origin, in lieu of clause 52.247-34.

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

(b) (6) [redacted]

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.) All phone numbers are the same, see extentions for each.

[redacted]

(b) (6) [redacted]

"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.

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: 33-0925906.

☐ 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 _____.

(b) (6) [redacted]

☐ 101-250	☐ $2,000,001-$3.5 million
☐ 251-500	☐ $3,500,001-$5 million
☐ 501-750	☐ $5,000,001-$10 million
☐ 751-1,000	☐ $10,000,001-$17 million
☐ Over 1,000	☐ Over $17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(10) Reserved.

(11) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that—

(b) (6)

Column: 1	2	3	4	5	6	7	8	9	10
ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	DOMESTIC PRICE LIST NAME AND DATE	DISCOUNT OFFERED FROM DOMESTIC PRICE LIST (DOMESTIC DELIVERY)	TIME OF DELIVERY (DAYS ARO) (DOMESTIC DELIVERY)	INTER-NATIONAL PRICE LIST NAME AND DATE (INTER-NATIONAL DELIVERY)	DISCOUNT OFFERED FROM INTER-NATIONAL PRICE LIST (INTER-NATIONAL DELIVERY)*	TIME O DELIVE (DAYS A (INTE NATION DELIVE
$22,177,467	426-1B (8470)	Body Armor							
$3,290,226	426-1C (8415)	Helmets							
$3,051,250	426-1D (8465, 1365, 4240)	Restraining Equipment Consisting of cuffs, batons, CN, CS and OC munitions, other less-lethal munitions, distraction devices, and accessories such as neutralizers and gas masks	PepperBall, Launchers, Projectiles, Accessories, & Training	U.S Price List dated 10/03/01	0	30-45	N/A	N/A	N/A

(b) (6) [redacted]

consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
426-1A	30-60 Days	
426-1B	30-120 Days	
426-1C	30-120 Days	
426-1D	30-45 Days	X
426-1G	30-60 Days	
426-2A	30-60 Days	
426-3A	30-90 Days	
426-3B	30 Days	
426-3C	30-60 Days	
426-3D	30-60 Days	
426-4C	30-60 Days	
426-4D	30-60 Days	
426-4E	30-120 Days	
426-4G	30-120 Days	
426-4H	30 Days	
426-4J	30 Days	
426-4K	30-120 Days	
426-4L	30-60 Days	
426-4M	30-120 Days	
426-4N	30-120 Days	
426-99	30-120 Days	
426-4Q	30-120 Days	
426-4R	30-120 Days	
426-4S	30-120 Days	

(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	Expedited delivery time
(Special Item No. or nomenclature)	(Hours/Days ARO)

See next page

(b) (6) [redacted]

**All items can be expedited at a rate that can only be determined once the desitination is known as the rates are determined by zone. *Items that cannot be shipped expediently are Item numbers PP-R90 (through) PP-R15KB and item PA-Co2-100.

(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.

F-FSS-210-A DELIVERY—F.O.B. ORIGIN (APR 1984)

Prices are requested f.o.b. origin (FAR 52.247-29), and such prices shall cover free delivery to any point located within the same commercial zone of the shipping point. Commercial zones as prescribed by the Interstate Commerce Commission are defined in 49 CFR 1048.

(b) (6)

JTS Limited Warranty

Jaycor Tactical Systems, Inc. ("JTS") warrants the PepperBall™ projectiles ("Projectiles") to operate substantially in accordance with the specifications and documentation as provided in the JTS User Manual, and training documentation, provided they are used in accordance with the procedures set forth therein. This warranty shall continue for a period of one year. JTS DOES NOT WARRANT THE OPERATION OF THE JTS PROJECTILES TO BE ERROR-FREE NOR DOES JTS MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OF THE JTS PROJECTILES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. In the event the JTS Projectiles do not operate in accordance with JTS' approved specifications and documentation, JTS' sole responsibility will be to use its best efforts to correct the defect.

The warranty, if any, for any product not manufactured by JTS shall flow from the manufacturer to the end user and shall be as set forth in the documentation which accompanies such product.

JTS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE RISK OF PERFORMANCE OF THE JTS PROJECTILES IS ASSUMED BY THE END USER. IN NO EVENT WILL JTS OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE JTS PROJECTILES. IN NO EVENT SHALL JTS, ITS LICENSORS'AND/OR SUPPLIERS' LIABILITY EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE END USER FOR THE JTS PROJECTILES.

This limited warranty gives the end user specific legal rights. End users may have other rights which may vary from state to state. Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to every end user.

If the JTS Projectiles are to be used outside of the United States, you as end user warrant your compliance with all relevant regulations of the United States Department of Commerce and with the U.S. Export Administration Act of 1979, as amended. This provision does not authorize use outside the U.S. without providing prior written notification to JTS.

The end user agrees to indemnify and defend JTS from any cause of action that arises solely from the end user's misuse of the JTS Product(s). This indemnity shall not preclude JTS' indemnification of Licensee under this License. If any provision of this Agreement is found void, invalid or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

This Agreement shall be construed and enforced in accordance with the laws of the state of California. Any action or proceeding brought by either party against the other arising out of or related to the Agreement shall be brought only in a State or Federal Court of competent jurisdiction located in San Diego County, California. The parties hereby submit to the in personam jurisdiction of said courts.

(b) (6) [redacted]

PepperBall Training Day in San Diego

Course Overview

This one-day PepperBall™ System Training for Trainers course is designed for those officers assigned to conduct training in the use of the PepperBall System (PBS). The course will familiarize those officers with the safe use, operation, functions, deployment, and field maintenance of the system, as well as provide information on decontamination of persons exposed to Oleoresin Capsicum (OC). The course will also offer insight into training issues related to teaching other officers about the PepperBall System. The cost for this one-day class is $150 per officer.

9:00 a.m. – Introduction

- Registration/Course Overview/PBS Video
- Review of Safety Guidelines
- Historical perspective of non-lethal and less-lethal alternatives for law enforcement
- Discussion of what alternatives are available at specific agencies
- Video scenario and pre-test student evaluation

11:30 - Lunch

12:30 – 2:00 p.m.

PepperBall System Operations and Demonstration
- Research and Development history
- Overview of currently offered PBS launchers and projectiles
- Live fire demonstration
- Nomenclature overview of currently offered PBS launchers and projectiles
- PBS launcher operations and safe targeting overview

PepperBall System Malfunction and Maintenance Procedures

Certification Course of Fire
- Safety Review
- Target: Dummy of other specific targets (all rounds inert)

Training and Use Issues
- Safety Issues
- Use of Force Issues
- Decontamination Issues
- Reporting Procedures
- Firing Range/Training Issues

Q&A Session, Test and Evaluation

(b) (6) [redacted]

CSP-1 **COMMERCIAL SALES PRACTICES FORMAT**

Name of Offeror Jaycor Tactical Systems, Inc

426 ID

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), 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: $1,837,998. State begining and ending of the 12 month period. Beginning 1/1/00 Ending 12/31/00. 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.

SIN $2.5million $_____;
SIN _____ $_____;
SIN _____ $_____;
SIN _____ $_____;

(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 X NO____. (See definition of "concession" and "discount" in 552.212-70.)

(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 515.4-2, 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.

Column 1— Customer	Column 2— Discount	Column 3— Quantity/Volume	Column 4— FOB Term	Column 5— Concessions
N/A				

(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 X. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience .

SOURCE SELECTION INFORMATION – SEE FAR 3.104

(b) (6) [redacted]

(b) (6) [redacted]

#1

GSA

Send MSDS w/ each shipment
C/O authorizing advance cy to
Consignee

GSA Greater Southwest Region

October 4, 2001

Mr. Roger Behrendt
Jaycor Tactical Systems. Inc.
6142 Nancy Ridge Dr., Suite 101
San Diego. CA 92121

Dear Mr. Behrendt:

Thank you for your response to Standing Solicitation Number 7FXP-D4-01-0539-B, FSC Group 84, Part VI, Section A - Law Enforcement and Security Equipment. After reviewing your proposal, the following items need to be completed and/or clarified:

Basic Solicitation

✓ Page 1, Standard Form 1449 – Please provide corrected copy that reflects new address, phone number, and fax number.

✓ Page 1, Standard Form 1449, DUNS number – Please notify Dun & Bradstreet/ 800-234-3867 about your change of address.

✓ Page 6, 52.215-6, Place of Performance – You checked "does not intend"; however, your May 25, 2001 cover letter indicates FOB point is Minneapolis, MN. Please clarify and correct submittal as necessary.

✓ Page 6, 52.223-3, Hazardous Material, paragraph (b) – You identified hazardous materials but did not provide Material Safety Data Sheets in accordance with paragraph (d). Please comply.

✓ Pages 10 and 11, 552.216-73, Ordering Information – Please provide corrected copy that reflects new address, phone number, and fax number in paragraphs (b) – (d). Provide fill-in for paragraph (e).

X Pages 16 and 17, E-FSS-516, Production Point and Inspection Information – Response is not acceptable. Please provide requested information.

Need address & County for each mfg.

✓ Pages 17 and 18, G-FSS-900C, Contact for Contract Administration – Please provide corrected copy that reflects new address, phone number, and fax number.

✓ Pages 18 and 19, G-FSS-903, E-Mail and Website URL Address(es) - Please provide corrected copy that reflects new address, phone number, and fax number.

U.S. General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6195
www.gsa.gov

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0023 2139 3302

Dec 0067M 7FXPM-K6

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	**$**

Postmark Here

Re ... ller)
Str
Cit
PS ... ructions

General Services Administration/FSS
Contract Management Division (9FQ)
450 Golden Gate Avenue
San Francisco, CA 94102-3400

Certified Mail Provides:

- A mailing receipt
- A unique Identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

[redacted]

Jaycor Tactical Systems. Inc.
6142 Nancy Ridge Dr., Suite 101
San Diego, CA 92121

4a. Article Number

7000 0520 0023 2139 5535

4b. Service Type

☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

10/19/01

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*

PS [redacted] (b) (6)

Domestic Return Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

General Services Administration
Morale, Welfare, and Recreational Products
Contracting Division (7FXPM) - m3
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

24

Page 20, G-FSS-914-A, Contractor's Remittance (Payment) Address - Please provide corrected copy that reflects new address, phone number, and fax number.

Pages 20 and 21, I-FSS-103, Scope of Contract – Please correct to domestic delivery only since you are not offering international delivery.

Page 37, K-FSS-1, Authorized Negotiators – Please provide corrected copy that reflects new phone numbers.

Page 40 – Please provide fill-in for paragraph (5) Common parent.

Page 42 – Please provide fill-in for paragraph (11)(i) and (ii).

Attachment 22

Page 22-5, Column 5 – Please provide corrected copy that reflects effective date of latest pricelist.

Pages 22-19 and 22-20, 552.211-78, Commercial Delivery Schedule, paragraph (b) – Do you offer expedited delivery times? If yes, please complete fill-in on page 22-20.

Page 22-21, CSP-1, Commercial Sales Practices Format – Please complete all fill-ins on this page.

Please provide 1 copy of your standard commercial warranty.

PepperBall Factory-Direct U.S. Price List, effective 10/03/01 (provided in your email dated 10/03/01) – Please provide additional information on the Instructor Training ($150). You will need to furnish several commercial invoices for the training.

Please ensure that you sign and date the revised pages after making the above corrections. Request you return the corrected pages to me within the timeframe stated below.

To prevent possible rejection of your offer, your response must be received within 15 working days after receipt of this letter.

If you have any questions regarding this matter, contact me at 817-978-8668, email leslie.cuevas@gsa.gov.

Sincerely,

Leslie M. Cuevas
Contracting Officer, 7FXPM-M3

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

# of pages ▶ 2

To [redacted]	From Leslie Cuevas
Dept./Agency Jayson	Phone # 817-978-8668
Fax # 858-720-4201	Fax # 817-978-8672

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

Jaycor Tactical Systems

CHECKLIST FOR 539- SOLUTIONS AND MORE (SAM)
LAW ENFORCEMENT AND SECURITY EQUIPMENT
7FXP-D4-01-0539-B

BASIC SOLICITATION

Page 1:	Payment Terms, Contractor Name, Address, Signature and DUNS Number — Need pg w/ corrected address/phone number	(Y)	N
Page 6:	Place of Performance Completed — FOB Minneapolis MN?	Y	(N)
Page 6:	Hazardous Material and MSDS — No MSDS	(Y)	N
Page 10/11:	Ordering Information — Need corrected pg w/ new address	(Y)	N
Page 11:	Participating Dealers — Left blank	Y	(N)
Page 11:	Hazardous Material Information	Y	(N) None
Page 16:	Fire or Casualty Hazards, or Safety or Health Req.	(Y)	N
Page 17:	Production Point/Inspection Info — Response is not acceptable	Y	(N)
Page 18:	Contact for Contract Administration — Need corrected pg w/ new address	(Y)	N
Page 19:	Contact for Contract Administration (Intl)	Y	(N)
Page 19:	E-Mail and Website URL Address(es) — Need corrected pg w/ new address	(Y)	N
Page 20:	Participating Dealer Cert	Y	(N)
Page 20:	Payment Address — Need corrected pg w/ new address	(Y)	N
Page 21:	Scope of Contract-Worldwide — Correct to domestic only	(Y)	N
Page 23:	Parts and Service (Intl)	Y	(N)
Page 28:	Mailing Label Format — Diskette	(Y)	N
Page 29:	Dealers and Suppliers (Letter of Commitment) — N/A	Y	(N)
Page 37:	Authorized Negotiators — Correct phone #s	(Y)	N
Pages 39/40:	TIN (1) - (5) — Complete (5)	Y	(N)
Pages 40-42:	(c)(1) - (9) — ~~(8)(i)~~ (11)(i)(ii)	Y	N

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for

Oct 04 2001 2:46pm

Last Fax

Date	Time	Type	Identification	Duration	Pages	Result
Oct 4	2:44pm	Sent	918587204201	1:24	2	OK

Result:
OK - black and white fax

Page 42: (d)(1) and (2) Y N

Pages 42-44: Excluded End Products Y N

Pags 44/45: (1) and (2) Debarment Cert Y N

Page 45: Compliance with Veterans Employment Reporting Rqmts Y N Have not

ATTACHMENT 22

Correct pg 5 to reflect new p/c

Pages 22-3 - 22-10: SIN, Brand, Pricelist, Discount, and Delivery Y N

Pages 22-3 - 22-10: SIN, Brand, Pricelist, Discount, and Delivery (Intl) Y N

Pages ~~22-15 - 22-17~~: (1) Commercial Sales prior 12 months Y N
(2) Projected sales to the Government Y N
(3) Discounts offered MFC same Y N
22.21 (4) MFC discount table Y N
Not completed

(b) better discount than stated in (4) above Y N

Page 22-~~16~~ 19: Dealer without significant sales Y N

Page 22-~~22~~ 19: Normal Commercial Delivery Y N

Page 22-~~22~~ 20: Expedited Delivery None? Y N

~~Page 22-23: Scope of Contract~~ Y N

NEED

Two copies of commercial P/L marked with exclusions, SINs, foreign items
Copy of standard commercial warranty → Need?
Copy of P/L applicable during reported sales period.

PTRAIN $150 Training?

Leslie M. Cuevas
10-03-2001 01:23 PM

To: [redacted]
cc:
Subject: Re: Jaycor Tactical Systems, Inc.

One more thing....make sure you let Dun & Bradstreet know about your change of address. Their number is 800-234-3867. Thanks!

Leslie
[redacted]

[redacted]
10-03-2001 11:23 AM

To: '"leslie.cuevas@gsa.gov"' <leslie.cuevas@gsa.gov>
cc:
Subject: Jaycor Tactical Systems, Inc.

Attached is our latest price list for you to include in the new GSA contract.

Also, please note below our new address. We will be in our new location Mon. Oct. 8.

<<USPriceList100301.PDF>>

[redacted]
Sales and Training Support Manager
Tel: 858-720-4205
Fax: 858-720-4201
Email: sheilak@pepperball.com

Jaycor Tactical Systems, Inc.
3394 Carmel Mountain Road
San Diego, CA 92121
Toll-Free: 877-887-3773

Visit us on the Web at www.pepperball.com

We're Moving!
As of October 8, Jaycor Tactical Systems will be located at:
6142 Nancy Ridge Drive, Suite 101
San Diego, CA 92121
Toll-Free: 877-887-3773
Tel: 858-638-0236
Fax: 858-638-0781

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- USPriceList100301.PDF

[redacted]

To: '"leslie.cuevas@gsa.gov"' <leslie.cuevas@gsa.gov>
cc:
Subject: Jaycor Tactical Systems, Inc.

10-03-2001 11:23 AM

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- USPriceList100301.PDF

Jaycor
Tactical Systems

May 25, 2001

GSA, General Products Center
Schedules Contracting Division (7FXP)
819 Taylor Street, Room 6A24
Fort Worth, TX 76102-6114

Attn: Mr. Frank Lioce
Ms. Cheryl Goff

Reference: Solicitation No. 7FXP-D4-01-0539-B
Multiple Award Schedule for Law Enforcement and Security Equipment

Subject: *PepperBall Products*

Enclosed is Jaycor Tactical System's proposal for *PepperBall Products* submitted in response to the referenced solicitation. This submission includes the entire solicitation package (except for the first three pages) and two copies of the PepperBall Price List. This proposal is valid for 180 days.

All products offered are shown on the price list included with this proposal. No discounts or concessions are offered to any customer other than the quantity discounts shown on the price list. Jaycor Tactical Systems, Inc., does not offer leasing or maintenance agreements for these products, and Jaycor Tactical Systems, Inc., does not use dealers. PepperBall Instructor Certification training is offered as shown on the Price List.

Electronic Funds Transfer and payment by Government Credit Card are acceptable to Jaycor Tactical Systems, Inc. Orders will be accepted by EDI and facsimile. Shipping charges are not included in prices shown on the price list. All items are shipped FOB Minneapolis, MN. Payment terms are NET 30 days.

I appreciate your ability to review this proposal and to work with us with any follow up items that may be needed in order to expedite this process.

Please do not hesitate to contact me in San Diego with any questions you may have. We have a toll free number, 877-887-3773.

Sincerely,
Jaycor Tactical Systems, Inc

(b) (6) [redacted]

Sales and Training Coordinator

PepperBall
3394 Carmel Mountain Road • San Diego, California 92121
Toll Free 877-887-3773 • FAX 858-720-4201
www.pepperball.com