

# GSA Terms & Conditions



GSA Greater Southwest Region

February 27, 2007

Ms. Debra Higgins  
Bruel & Kjaer North America  
2815 Colonnades Court, Ste. A  
Norcross, GA 30071

Dear Ms. Higgins:

Enclosed is Modification No. AO03. In accordance with clauses 552.243-72, Modifications and 552.216-70, Economic Price Adjustment, this modification incorporates changes into your contract:

Remember to make the appropriate changes to GSA Advantage. Participation in Advantage is mandatory.

Should you have questions or need assistance please contact me by telephone at (817) 574-2337 or email at [maryann.swearingen@gsa.gov](mailto:maryann.swearingen@gsa.gov). My office hours are 6:00 AM to 4:30 PM Tuesday through Friday.

Sincerely,

A handwritten signature in cursive script that reads "Mary Ann Swearingen".

Mary Ann Swearingen, 7FCB3-U5  
Contracting Officer

Enclosure(s)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification No. AO03	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY General Services Administration/FSS Greater Southwest Acquisition Center Contracting Division 7FCB3-U5 819 Taylor Street, Room 7A37 Fort Worth, TX 76102	CODE	7. ADMINISTERED BY (If other than Item 6) CODE 72A Reports and Industrial Funding Fee (IFF) functions are delegated to 4FX All other functions remain with issuing office.		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  Bruel & Kjaer North America 2815 Colonnades Court Ste. A Norcross, GA 30071		(3)	9A. AMENDMENT OF SOLICITATION NO.	
			9. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>GS-24F-0059N</b>	
			10B. DATED (SEE ITEM 13) <b>May 1, 2003</b>	
CODE	FACILITY CODE			

DUPLICATE  
ORIGINAL

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging the receipt of the amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDER, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(3)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103b
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	OTHER (Specify type of modification and authority: Clause 552.216-70, Economic Price Adjustment and Clause 552.243-72, Modifications

E. IMPORTANT: Contractor  is,  is not required to sign this document.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Pursuant to the authority cited in Block 13, and contractor's letter dated December 27, 2006, the following changes are incorporated into the contract shown in Block 10A.

**See Page two of this document.**

This modification is effective as shown in block 16c and is issued at no cost to either party. All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY ANN SWEARINGEN, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Mary Ann Swearingen</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2-27-07
<small>(Signature of person authorized to sign)</small>			

1. In accordance with Clauses 552.216-70, Economic Price Adjustment – FSS Multiple Award Schedule and 552.243-72, Modifications, the following price list is incorporated into the contract.

Verbatim Extract of 2006 "Bruel & Kjaer Price List" Dated April 4, 2006

Incorporation of this price list supersedes all previously accepted price lists.

2. In accordance with Clause 552.243-72, Modifications, the following actions are incorporated into the contract.

Deletions as indicated on the price list as "OBSOLETE"

Additions as indicated by **bold face type**

In accordance with Clause 552.238-76, Industrial Funding Fee, the industrial funding fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship. The contractor shall add the prevailing IFF to the net GSA price (price after negotiated discounts are deducted).

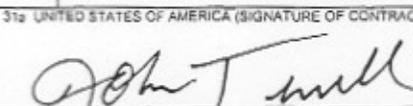
Price/Discount Relationship:

Bruel & Kjaer's Most Favored Customer (MFC) is Ford Motor Company. The price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award. That is: For the life of the contract, the Government's basic discount will never be less than 6.25% and will always be at least 6.25% greater than the 0% discount granted to the MFC.

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# SOLICITATION/CONTRACT/ORDER

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

1 REQUISITION NUMBER <b>N/A</b>		PAGE 1 OF 143	
2 CONTRACT NO <b>GS-24F-0059N</b>		3 AWARD EFFECTIVE DATE	
4 ORDER NUMBER		5 SOLICITATION NUMBER <b>FCGS-W8-98-0316-N Refresh 6</b>	
6 SOLICITATION ISSUE DATE <b>November 6, 2002</b>		7 FOR SOLICITATION INFORMATION CALL	
A NAME <b>Tracy Sentelle, Contracting Officer</b>		8 TELEPHONE NUMBER (No Collect Calls) <b>(703)305-6777</b>	
9 ISSUED BY <b>See Clause CP-FSS-3</b>		10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SM BUSINESS <input type="checkbox"/> (N/A) NAICS See A 1 SIZE STANDARD 500/55M See A 1	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS <b>SEE ATTACHED</b>	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14 METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15 DELIVER TO CODE	
16 ADMINISTERED BY CODE		17a. CONTRACTOR/OFFEROR CODE	
17b. PAYMENT WILL BE MADE BY CODE		17c. FACILITY CODE	
18a. ORDERING AGENCY <b>Ordering Agency</b>		18b. ORDERING AGENCY <b>Ordering Agency</b>	
19a. CONTRACTOR/OFFEROR <b>Brüel &amp; Kjaer North America, Inc.</b>		19b. ADDRESS <b>2815-A Colonnades Court Roswell, GA 30071</b>	
19c. TELEPHONE NUMBER <b>770-209-6900 800-332-2040</b>		19d. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Gov. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. APPENDIX <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED APPENDIX <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN <input checked="" type="checkbox"/>	
28. 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 <input type="checkbox"/>		29a. SIGNATURE OF OFFEROR/CONTRACTOR 	
29b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		30a. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <b>Debra Higgins</b>	
30b. DATE SIGNED <b>1/24/03</b>		30c. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>John Terrell</b>	
30d. DATE SIGNED <b>4/29/03</b>		30e. (Empty)	

1. SINs – 602-3, 602-8, 602-14, 602-18, 602-21, 602-22, 602-30, 627-2, 627-5, 627-22, and 627-2004
2. Price List - Bruel & Kjaer price list dated January 1, 2003
3. Basic Discount - 6% (15% discount for universities)
4. Volume Discount – 11 - 25 units – 10%  
26+ units – 15%
5. Prompt Payment Discount – None
6. Aggregate Discount - None
7. Delivery – FOB Destination, delivery within Canada, the continental United States and Washington DC. Delivery to Alaska, Hawaii, and Puerto Rico will be FOB Inland Carrier, Point of Exportation with the transportation charges to be paid by the government from the point of exportation to the destination in Alaska, Hawaii, and Puerto Rico as designated by the ordering office.
8. Government Commercial Credit Card - Accepted with no additional discount.
9. Warranty Applicable: All products manufactured by Bruel & Kjaer are warranted to be free from defects in material and workmanship and to operate within published specifications, under normal use, for a period on one year from date of original shipment. The complete Falcon range of microphone products is guaranteed for three years
10. Minimum Order - \$100
11. Maximum Order Threshold - \$150,000
12. Industrial Funding Fee – Bruel & Kjaer will submit 1% of sales to the government to satisfy the Industrial Funding Fee set forth in clause 552.238-76.
13. Price Reduction Clause - The category of customers upon which this award is predicated is Ford Motor Company.
14. The Government will maintain a 6% concession (the 1% IFF is NOT included in this figure) advantage over Ford Motor Company for the duration of the contract.
15. Final Proposal Revision dated April 21, 2003 is incorporated into the contract.

19. ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37 CHECK NUMBER	
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY			
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 (YYMMDD)	42d TOTAL CONTAINERS	