

FEDERAL SUPPLY SERVICE

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICE LIST

INFORMATION TECHNOLOGY AND SERVICES

SIN 132-51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D308 Millennium Conversion Services (Y2K)
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Automated News Services, Data Services, or Other Information Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

General Services Administration Federal Supply Service

Products and ordering information in this Authorized Information Technology Schedule Price List are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing GSA's home page on the Internet at www.gsa.gov.

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**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D308	Millennium Conversion Services (Y2K)
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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

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

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Contract Number: GS-35F-4825G

Period Covered by Contract: December 19, 2007 through September 28, 2012

General Services Administration
Federal Supply Service

Pricelist current through Modification #23 dated April 4, 2007

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

The services offered through the ARINC GSA IT Schedule are available in all 50 states in the U.S., as well as the District of Columbia and the Commonwealth of Puerto Rico.

2. Contractor's Ordering Address and Payment Information

a. For computer-to-computer EDI orders, the contact person is:

Glenn D. Baer, gbaer@arinc.com
2551 Riva Road MS 1-126
Annapolis, MD 21401-7435

b. For orders by facsimile transmission, the contact person is:

Susan Germain, Contract Specialist
Judy Rosinski, Manager, Government Contracts
Fax Number: 410-266-4529

c. For mailed orders, the address is:

ARINC Engineering Services, LLC
2551 Riva Road
Annapolis, MD 21401-7435

d. Contractor's Remittance Address:

ARINC Engineering Services, LLC
Attn: Accounts Receivable
P.O. Box 277217
Atlanta, GA 30384-7217

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

410-266-4179
Contracts Department

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 07-591-6762
Block 30: Type of Contractor – (C) Large Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 52-2361711

4a. CAGE Code: 1WAV4

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	As negotiated

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

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: % - Net 30 days after receipt of invoice
 - b. Quantity: None
 - c. Dollar Volume: None
 - d. Government Educational Institutions are offered the same discounts as all other Government customers.
 - e. Other: None

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: Not applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$1,000.00

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for Special Item Number 132-51 – Information Technology (IT) Professional Services is \$500,000.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider—
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;

- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—

Review additional Schedule Contractors’

- (1) catalogs/pricelists 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. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions 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).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency’s needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply

with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) — referred to as open market items — to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if—

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Any overseas or international relocation support might require an adjustment to accommodate Local taxes, duties, and/or State Department based salary differentials.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

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.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.arinc.com.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order —

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

TERMS & CONDITIONS APPLICABLE TO REFRESH #21

C. CONTRACT CLAUSES

C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (SEP 2005) (TAILORED) (DEVIATION – MAY 2003)

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

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

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

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, 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 ordering activity 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) (1) **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-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

Electronic Funds Transfer (EFT) banking information. The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures. EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and the Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) **Payment.**

- **Items accepted.** Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.
- **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- **Electronic Funds Transfer (EFT).** If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- **Discount.** 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.
- **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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 ordering activity upon:

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

(k) **Taxes.** The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. See

FAR clauses 52.229-1 State and Local Taxes [SEE C.2]; 52.229-3 Federal, State, and Local Taxes [SEE C.2]; and 52.229-5 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico [SEE C.2] which are incorporated by reference.

(l) **Termination for the Ordering Activity's convenience.** The ordering activity reserves the right to terminate an order, 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 order 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 ordering activity 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 ordering activity 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 ordering activity may terminate an order, 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 or order terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity 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 ordering activity upon acceptance, regardless of when or where the ordering activity 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 ordering activity 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) **Central Contractor Registration (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO FAR 52.212-4 (C.1)

C.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically in the attached file titled: IBR.DOC.

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

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATED</u>
52.203-3	GRATUITIES	APR 1984
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.222-41	NOTICE TO THE ORDERING ACTIVITY OF LABOR DISPUTES	FEB 1997
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA – GENERAL (DEVIATION – MAY 2003)	JUN 1987
52.229-1	STATE AND LOCAL TAXES (DEVIATION – MAY 2003)	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION – MAY 2003)	APR 2003
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-17	INTEREST (DEVIATION – MAY 2003)	JUN 1996
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF ORDERING ACTIVITY BUILDINGS, EQUIPMENT, AND VEGETATION (DEVIATION – MAY 2003)	APR 1984
52.237-3	CONTINUITY OF SERVICES (DEVIATION – MAY 2003)	JAN 1991
52.242-13	BANKRUPTCY (DEVIATION – MAY 2003)	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE (DEVIATION – MAY 2003)	AUG 1996
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (DEVIATION – MAY 2003)	MAY 2001
52.247-34	F.O.B. DESTINATION (DEVIATION – MAY 2003)	NOV 1991
52.247-38	F.O.B INLAND CARRIER, COUNTRY OF EXPORTATION (DEVIATION – MAY 2003)	FEB 2006
52.247-39	F.O.B INLAND POINT, COUNTRY OF IMPORTATION	APR 1984

C.3 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (GSAR 552.212-71) (JULY 2003) (FCI DEVIATION - DEC 1997)

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

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATED</u>
552.203-71	RESTRICTION ON ADVERTISING	SEP 1999
552.211-75	PRESERVATION, PACKAGING, AND PACKING (ALTERNATE I – MAY 2003)	FEB 1996
552.211-77	PACKING LIST (ALTERNATE I – MAY 2003)	FEB 1996
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	AUG 1997
552.219-71	NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS	JUN 2005
552.228-70	WORKER'S COMPENSATION LAWS	SEP 1999
52.229-71	FEDERAL EXCISE TAX – DC GOVERNMENT	SEP 1999
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (DEVIATION FAR 52.232-8) (ALTERNATE I – MAY 2003)	APR 1989
552.232-78	PAYMENT INFORMATION	JUL 2000
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED	SEP 1991

C.4 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (GSAR 552.238-78) (MAY 2004) (ALTERNATE I –FEB 2007)

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

- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions –

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

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

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

- Contractor will provide domestic and overseas delivery.
- Contractor will provide overseas delivery only.
- Contractor will provide domestic delivery only.

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

“State and local government entities”, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

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

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

(3) “Tribal government” means—

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

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

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

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

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

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

C.5 GUARANTEED MINIMUM (I-FAS-106) (JUL 2003)

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

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

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

C.6 ORDERING (FAR 52.216-18) (OCT 1995) (VARIATION – OCT 1995) (FCI DEVIATION – MAY 2003)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated. Such orders may be issued during the contract terms.

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

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

C.7 PLACEMENT OF ORDERS (GSAR 552.216-72) (SEP 1999) (ALTERNATE IV – FEB 2007)

(a) See 552.238-78 Scope of Contract (Eligible Ordering Activities) –Alternate I, for who may order under this contract.

(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 Acquisition Service (FAS) will place orders for eligible ordering activities, as defined in paragraph (a) of the clause at 552.238-78, by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other eligible ordering activities, as defined in paragraphs (a) and (d) of the clause at 552.238-78, may also 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 ordering activity 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. Ordering activities may obtain a sample format to customize as needed from the office specified in paragraph (g) of this clause.

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

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

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

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406
Telephone: (703) 305-7741
FAX: (703) 305-7720

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

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

C.9 BLANKET PURCHASE AGREEMENTS (I-FAS-646) (MAY 2000)

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

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

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

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

C.10 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995) (VARIATION I-AUG 1999) (DEVIATION – SEP 2003)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount less than \$100, the ordering activity 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 ordering activity 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:

<u>ITEM NUMBER/SIN</u>	<u>MAXIMUM ORDER</u>
132-3	\$500,000 per order
132-4	\$500,000 per order
132-8	\$500,000 per order
132-12	\$500,000 per order
132-32	\$500,000 per order
132-33	\$500,000 per order
132-34	\$500,000 per order
132-50	\$ 25,000 per order
132-51	\$500,000 per order
132-52	\$500,000 per order
132-53	\$500,000 per order
132-60	\$1,000,000 per order
132-61	\$1,000,000 per order
132-62	\$1,000,000 per order

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

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

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

- (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

- (b) Vendors may:
 - (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations [SEE C.10].)
 - (2) offer the lowest price available under the contract; or
 - (3) decline the order (orders must be returned in accordance with FAR 52.216-19 [SEE C.10]).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74 [SEE C.22].

C.12 DELIVERY PRICES (F-FCI-202-G) (MAY 2003)

- (a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
 - (1) Delivery to the door of the specified ordering activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.
 - (2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.
 - (3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.
- (b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

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

- (c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:
 - (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38 [SEE C.2]), with the transportation charges to be paid by the ordering activity from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body,

or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

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

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

**C.13 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)
(GSAR 552.211-78) (FEB 1996) (DEVIATION – MAY 2003)**

(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 ordering activity 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 ordering activity's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS NORMAL (Special Item No. or DELIVERY Nomenclature)	ORDERING ACTIVITY'S DELIVERY TIME (Days ARO)	CONTRACTOR'S COMMERCIAL TIME
132-3	30	
132-4	30	
132-8	30	
132-32	30	
132-33	30	

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

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

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that

can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FAS price list details concerning this service.

C.14 URGENT REQUIREMENTS (I-FAS-140-B)(JAN 1994)

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

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

- (a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).
- (b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.
- (c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

C.16 CONTRACTOR'S BILLING RESPONSIBILITIES (GSAR 552.232-83) (MAY 2003)

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 ordering activities 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:
 - (i) the date of sale;
 - (ii) the ordering activity to which the sale was made;
 - (iii) the service or product/model sold;
 - (iv) the quantity of each service or product/model sold;
 - (v) the price at which it was sold, including discounts; and
 - (vi) 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.

C.17 PAYMENT BY CREDIT CARD (GSAR 552.232-79) (MAY 2003)

- (a) Definitions.

"Credit Card" means any credit card used to pay for purchases, including the Governmentwide Commercial Purchase Card.

"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 credit 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 credit 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 an ordering activity debit card will receive the applicable prompt payment discount.

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

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

C.19 ELECTRONIC COMMERCE-FACNET (I-FAS-599) (SEP 2006)

- (a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by

paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

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

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

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

(c) Registration Instructions.

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

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

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

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

(d) Implementation Conventions.

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

(e) Additional Information.

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

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
 - (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
 - (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.
- (f) **GSA Advantage!**(tm).
- (1) **GSA Advantage!**(tm) will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. **GSA Advantage!**(tm) enables customers to:
 - (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
 - (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Acquisition Service to contractors, or download files to create their own delivery orders.
 - (iii) Use the Federal IMPAC VISA.
 - (2) **GSA Advantage!**(tm) may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.FAS.gsa.gov>.

C.20 ANSI STANDARDS (C-FAS-427) (JUL 1991)

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

C.21 ASSIGNMENT OF CLAIMS (GSAR 552.232-23) (SEP 1999) (DEVIATION – MAY 2003)

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

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

C.22 RESERVED

C.23 INDUSTRIAL FUNDING FEE AND SALES REPORTING (GSAR 552.238-74) (JUL 2003)

(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to FAS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration's (GSA) Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall 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 shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

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

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS 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. FAS will post notice of the current IFF at <http://72a.FAS.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

C.24 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (I-FAS-163) (APR 2000)

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

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

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

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause [SEE C.27] or Price Reduction Clause [SEE C.28]).

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

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

**C.26 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE)
(GSAR 552.215-71) (JUL 2003)**

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

**C.27 ECONOMIC PRICE ADJUSTMENT-FAS MULTIPLE AWARD SCHEDULE
CONTRACTS**

A. The following Economic Price Adjustment is for products and/or services that were awarded based on a Commercial Catalog Price. (GSAR 552.216-70) (SEP 1999) (ALTERNATE I-SEP 1999)

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met.
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract.(For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

- (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased price shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

B. The following Economic Price Adjustment is for products and/or services that were awarded NOT based on a Commercial Catalog Price. (I-FAS-969) (JAN 2002)

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
 - (1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
 - (2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

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

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

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

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

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

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

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

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

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

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

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

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

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

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

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

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

C.28 PRICE REDUCTIONS (GSAR 552.238-75) (MAY 2004) (ALTERNATE I – MAY 2003)

(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 eligible ordering activities 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 eligible ordering activities under this contract; or

(3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or

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

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

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

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

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

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

(b) Types of Modifications.

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

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

(ii) Discount information for the new item(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) [SEE E.5] is required.

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

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance [SEE G.9].

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

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

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

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

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

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

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

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

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

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

(ii) Distribute quarterly cumulative supplements. The period covered by a 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 FAS Schedule Information Center.

C.30 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FAS SCHEDULE PRICELISTS (GSAR 552.238-71) (SEP 1999) (FCI DEVIATION) (DEVIATION – DEC 2004)

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

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

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

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

(ii) The Authorized FAS Schedule Pricelist on a common-use electronic medium.

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

- (i) One paper copy of the Authorized FAS 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.
- (c) 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.
- (d) During the period of the contract, the Contractor shall provide one copy of its Authorized FAS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

C.31 CONTRACT PRICE LISTS (I-FCI-600) (JUL 2004)

(a) Electronic Contract Data.

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

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*TM, 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-FAS-597, *GSA Advantage!*TM [SEE C.53] for further information.

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

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

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

(b) Federal Supply Schedule pricelists

- (1) The Contractor shall prepare a paper FAS Information Technology Schedule pricelist in accordance with Attachment I, Guidelines For Format and Content of Authorized Federal Acquisition Service Information Technology Schedule pricelist. Two (2) copies of the FAS Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.
- (2) The Contracting Officer will return one copy of the Authorized FAS Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 (SEE C.30), the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.
- (3) Modifications to FAS Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.
- (4) As an option, the Contractor may provide two (2) copies (including cover letter) of the Federal Supply Schedule pricelist to the Contracting Officer for review prior to distribution. Accuracy of information and computation of prices is the responsibility of the Contractor.
- (5) The Contractor may formally print and distribute a Federal Supply Schedule pricelist. Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause) [SEE C.1], and application of any other remedies as provided by law-including monetary recovery.
- (6) In addition, one copy of the Federal Acquisition Service Pricelist must be submitted to the:

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

**C.32 WARRANTY-MULTIPLE AWARD SCHEDULE (GSAR 552.246-73) (MAR 2000)
(ALTERNATE I – MAY 2003)**

- (a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.
- (b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:
 - (1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the product.
 - (2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

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

C.33 RESERVED

C.34 52.233-1 Disputes. (July 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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

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

C.36 LOGISTICAL SUPPORT PRIVILEGES (X-FCI-001) (DEC 1997)

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

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

- (a) Military or other U.S. Government Clubs, exchanges, other non-appropriated fund organizations.
- (b) Military or other U.S. Government commissary stores.
- (c) Military or other U.S. Government postal facilities.
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies.
- (e) Military Payment Certificate (MPC), where applicable.
- (f) Military or other U.S. Government banking facilities.
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government/Military regulations.

C.37 DISSEMINATION OF INFORMATION BY CONTRACTOR (I-FAS-680) (APR 1984)

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

C.38 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

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

Via U.S. Postal Service
GSA/FAS
Center for IT Schedule Program
Attn: Contracting Officer
2200 Crystal Drive
CP#4, Room 606
Arlington, VA 20406

Via Express Delivery (ex.: FedEx, UPS, etc.)
GSA/FAS
Center for IT Schedule Program
Attn: Contracting Officer
2200 Crystal Drive
CP#4, Room 606
Arlington, VA 22202

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

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

(a) The following definitions apply in this provision:

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

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

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

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

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
 - (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
 - (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

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

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

**C.40 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (VARIATION-OCT 1995)
(DEVIATION – MAY 2003)**

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

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

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

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

C.41 CONTRACT SALES CRITERIA (I-FAS-639) (MAR 2002)

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

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

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

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

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

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice

and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

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

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

(i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

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

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

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

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

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

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

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

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

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

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

C.43 RESERVED

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

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

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

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

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

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

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

C.46 CLAUSES FOR OVERSEAS COVERAGE (I-FCI-108) (APR 2004)

The following clauses apply to overseas coverage.

<u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>LOCATION:</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	C.2
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	C.2
52.247-34	F.O.B. DESTINATION	C.2
52.247-38	F.O.B. INLAND CARRIER, COUNTRY OF EXPORTATION	C.2
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION	C.2
C-FAS-412	CHARACTERISTICS OF ELECTRIC CURRENT	C.47
D-FAS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT	C.61
D-FAS-477	TRANSSHIPMENTS	C.48
F-FAS-202-F	DELIVERY PRICES	C.62
I-FCI-314	FOREIGN TAXES AND DUTIES	C.49
I-FCI-594	PARTS AND SERVICE	C.50

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

(NOTE: The following clause applies to overseas coverage only.)

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

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

(NOTE: The following clause applies to overseas coverage only.)

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

C.49 FOREIGN TAXES AND DUTIES (I-FCI-314) (MAY 2003)

(NOTE: The following clause applies to overseas coverage 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 ordering activity is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other ordering activity costs, assessments or similar charges from which the ordering activity 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.

C.50 PARTS AND SERVICE (I-FCI-594) (MAY 2003)

(NOTE: The following clause applies to overseas coverage 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
POINT**

ADDRESS OF SUPPLY AND SERVICE

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

C.51 SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (I-FAS-91) (OCT 2000)

NOTE: This clause only applies to contractors that are being awarded as an 8(a) participant.

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

(b) Eligibility.

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

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

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

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

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

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

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

C.52 CONTRACTOR TEAM ARRANGEMENTS (I-FAS-40) (JUL 2003)

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, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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

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

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium) [SEE C.30], I-FCI-600, Contract Pricelists (which provides information on electronic contract data) [SEE C.31], and 552.243-72, Modifications (which addresses electronic file updates) [SEE C.29].

C.54 PERFORMANCE REPORTING REQUIREMENTS (I-FAS-50) (FEB 1995)

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

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

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

C.55 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (GSAR 552.232-81) (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non—federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions—Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

C.56 DEFINITION (FEDERAL SUPPLY SCHEDULES) (GSAR 552.238-77) (MAY 2004)

“*Ordering Activity*” (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see 552.238-78 [See C.4] authorized to place orders under Federal Supply Schedule contracts.

**C.57 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES—
COOPERATIVE PURCHASING (GSAR 552.238-79) (MAY 2004)**

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

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies “Compliance with laws unique to Government contracts” (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code.

To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

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

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

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

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

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

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

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

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

(c) In accordance with clause 552.238-74 Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number: (1) the dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and (2) the dollar value for sales to entities identified in paragraph (d) of clause 552.238-78.

C.58 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (G-FCI-910) (MAY 2003)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract shall constitute a valid order.

C.59 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (I-FAS-95) (JUN 2003)

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

(a) When the contract did not result from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

(b) When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, the Contracting Officer shall be precluded from exercising the option.

(c) When the contract resulted from an 8(a) set-aside:

If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

C.60 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS (GSAR 552.211-15) (SEP 2004)

(a) Definitions.

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

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

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

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

(b) Rated Order Requirement.

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

(c) Additional information.

Additional information may be obtained at the DOC DPAS web site <http://www.bxa.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

C.61 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (D-FAS-471) (APR 1984)

(NOTE: The following clause applies to overseas coverage only.)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box _____ of _____ Boxes.
- (7) Nomenclature (brief description of items).

C.62 DELIVERY PRICES (F-FAS-202-F) (APR 1984)

(NOTE: The following clause applies to overseas coverage only.)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of exportation (FAR 52.247-38). (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.

C.63 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (I-FAS-109) (MAR 1998)

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

**C.64 CONTACT FOR CONTRACT ADMINISTRATION
(G-FAS-900-C) (JUL 2003)**

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

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74 Industrial Funding Fee and Sales Reporting, 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-FAS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME: _____

TITLE: _____

ADDRESS: _____

_____ ZIP CODE: _____

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

E-MAIL ADDRESS: _____

C.65 AUTHENTICATION PRODUCTS AND SERVICES (MAY 2006) (C-FCI-007)

A. General Background.

Authentication Products and Services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

B. Special Item Numbers.

The General Services Administration has established the E-Authentication Initiative (see URL: <http://cio.gov/eauthentication>) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal E-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal E-Authentication Initiative, GSA is establishing the following Special Item Numbers (SINs):

- SIN 132-60: Access Certificates for Electronic Services (ACES) Program. This program provides identity management and authentication services and ACES digital certificates for use primarily by external end users to access Federal Government electronic services and transactions in accordance with the X.509 Certificate Policy for the Federal ACES Program.
- SIN 132-61: PKI Shared Service Providers (PKI SSP) Program. This program provides PKI services and digital certificates for use by Federal employees and contractors to the Federal Government in accordance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.
- SIN 132-62: HSPD-12 Product and Service Components. SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:
 - PIV enrollment and registration services and products
 - Hardware and Software Products
 - Deployment Services\
 - Managed Service
 - PIV systems infrastructure Services and Products
 - Hardware and software products
 - Deployment Services\
 - Managed Service

- PIV Card Management and Production Services, and Products
 - Hardware and Software Products
 - Deployment Services\
 - Managed Services
- PIV Card Finalization Services and Products
 - Hardware and Software Products
 - Deployment Services
 - Managed Services
- PIV System Integration Services, and Products (Bundled)
 - “Pure” Integration Services
 - Turn-Key Integrated Services and Products
 - Managed Services
- Physical Access Control Products and Services
- Logical Access Control Products and Services
- Approved FIPS 201-Compliant Products and Services

C. Qualification Information.

All of the products and services for the SINs listed above must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: <http://www.idmanagement.gov>.

In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201 Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through SIN 132-62 under the category “Approved FIPS 201-Compliant Products and services.

D. Qualification Requirements.

Offerors proposing products and services under Special Item Numbers (SINs) 132-60, 132-61 and 132-62 are required to provide the following:

1. Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: <http://www.idmanagement.gov>. GSA will follow these procedures in qualifying offeror’s products and services against the Qualification Requirements for applicable to SIN. Offerors **must submit all documentation certification letter(s) for HSPD-12, SINs 132-60, 132-61 and 132-62 at the same time as submission of proposal.** Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).
2. After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.
3. a. If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.

b. If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.

E. Demonstrating Conformance.

The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

1. for Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;
2. for HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;
3. for FIPS 201 compliant products and services qualification and approval procedures: <http://www.csrc.nist.gov/piv-project/> and <http://www.smart.gov> .

F. Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the E-Authentication Qualification process.

1. The Acquisition Program Management Office point-of-contact for Access Certificates for Electronic Services (ACES – SIN 132-60) is:
Stephen P. Duncan
Program Manager
E-Authentication Program Management Office
2011 Crystal Drive, Suite 911
Arlington, VA 22202
stephen.duncan@gsa.gov
703.872.8537
2. The Acquisition Program Management Office Point-of-contact for Shared Services Provider (SSP) Program (SIN 132-61) is:

Judith Spencer
Office of Electronic Gov't & Technology
1800 F Street, NW, Room 2011
Washington, DC 20405
Judith.spencer@gsa.gov
202-208-6576
3. The Acquisition Program Management Office point-of-contact for HSPD-12 Products and Services or bundled Solutions (SIN 132-62) is:

Mike Brooks
Director, Center for Smartcard Solutions
Office of Center for Smartcard Solutions
1800 F Street, N.W., Room 5010
Washington, DC 20405
202.501.2765 (telephone)
202.208.3133 (fax)

4. The Acquisition Program Management Office point-of-contact for FIPS 201 Evaluation Program Approved Products List (Sin 132-62) is:

April Giles
FIPS 201 Evaluation Program Chief Architect
Identity Management Division
GSA Office of Governmentwide Policy
202.501.1123 (telephone)

C.66 Definition (Federal Supply Schedules)—Recovery Purchasing. (552.238.76) (FEB 2007)
Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see [\(552.238-78](#), Alternate I) authorized to place orders under Federal Supply Schedule contracts.

C.67 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES-RECOVERY PURCHASING (552.238-80) (FEB 2007)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78 , Scope of Contract (Section C.4) (Eligible Ordering Activities)-Alternate I, elects to place and order under this contract, the entity agrees that the order shall be subject to the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. General Background.

Authentication Products and Services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity

Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

B. Special Item Numbers.

The General Services Administration has established the E-Authentication Initiative (see URL: <http://cio.gov/eauthentication>) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal E-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal E-Authentication Initiative, GSA is establishing the following Special Item Numbers (SINs):

- SIN 132-60: Access Certificates for Electronic Services (ACES) Program. This program provides identity management and authentication services and ACES digital certificates for use primarily by external end users to access Federal Government electronic services and transactions in accordance with the X.509 Certificate Policy for the Federal ACES Program.
- SIN 132-61: PKI Shared Service Providers (PKI SSP) Program. This program provides PKI services and digital certificates for use by Federal employees and contractors to the Federal Government in accordance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.
- SIN 132-62: HSPD-12 Product and Service Components. SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:
 - PIV enrollment and registration services and products
 - Hardware and Software Products
 - Deployment Services\
 - Managed Service
 - PIV systems infrastructure Services and Products
 - Hardware and software products
 - Deployment Services\
 - Managed Service
 - PIV Card Management and Production Services, and Products
 - Hardware and Software Products
 - Deployment Services\
 - Managed Services
 - PIV Card Finalization Services and Products
 - Hardware and Software Products
 - Deployment Services
 - Managed Services
 - PIV System Integration Services, and Products (Bundled)
 - “Pure” Integration Services
 - Turn-Key Integrated Services and Products
 - Managed Services
 - Physical Access Control Products and Services
 - Logical Access Control Products and Services
 - Approved FIPS 201-Compliant Products and Services

C. Qualification Information.

All of the products and services for the SINs listed above must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: <http://www.idmanagement.gov>.

In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201 Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through SIN 132-62 under the category "Approved FIPS 201-Compliant Products and services.

D. Qualification Requirements.

Offerors proposing products and services under Special Item Numbers (SINs) 132-60, 132-61 and 132-62 are required to provide the following:

1. Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: <http://www.idmanagement.gov>. GSA will follow these procedures in qualifying offeror's products and services against the Qualification Requirements for applicable to SIN. Offerors **must submit all documentation certification letter(s) for HSPD-12, SINs 132-60, 132-61 and 132-62 at the same time as submission of proposal.** Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).
2. After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.
3.
 - a. If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.
 - b. If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.

E. Demonstrating Conformance.

The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

1. for Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;
2. for HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;
3. for FIPS 201 compliant products and services qualification and approval procedures: <http://www.csrc.nist.gov/piv-project/> and <http://www.smart.gov> .

F. Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the E-Authentication Qualification process.

1. The Acquisition Program Management Office point-of-contact for Access Certificates for Electronic Services (ACES – SIN 132-60) is:

Stephen P. Duncan
Program Manager
E-Authentication Program Management Office
2011 Crystal Drive, Suite 911
Arlington, VA 22202
stephen.duncan@gsa.gov
703.872.8537

2. The Acquisition Program Management Office Point-of-contact for Shared Services Provider (SSP) Program (SIN 132-61) is:

Judith Spencer
Office of Electronic Gov't & Technology
1800 F Street, NW, Room 2011
Washington, DC 20405
Judith.spencer@gsa.gov
202-208-6576

3. The Acquisition Program Management Office point-of-contact for HSPD-12 Products and Services or bundled Solutions (SIN 132-62) is:

Mike Brooks
Director, Center for Smartcard Solutions
Office of Center for Smartcard Solutions
1800 F Street, N.W., Room 5010
Washington, DC 20405
202.501.2765 (telephone)
202.208.3133 (fax)

4. The Acquisition Program Management Office point-of-contact for FIPS 201 Evaluation Program Approved Products List (Sin 132-62) is:

April Giles
FIPS 201 Evaluation Program Chief Architect
identity Management Division
GSA Office of Governmentwide Policy
202.501.1123 (telephone)

D. CONTRACT TERMS AND CONDITIONS

D.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (FEB 2006) (tailored)

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

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (3)
 - (i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637 (d)(4)).
 - (ii) Alternate I (OCT 2001) of 52.219-9
 - (iii) Alternate II (OCT 2001) of 52.219-9
- (4) 52.219-14, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637 (a)(14)).
NOTE: This clause only applies to contracts that are awarded to and under the 8(a) program.
- (5) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755)
- (6) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (7) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (8) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (9) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (10) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (11) 52.225-13, Restriction on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (12) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (13) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332) (Deviation – May 2003).
- (14) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a) (Deviation – May 2003).
- (15) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) Alternate I (APR 2003) of 52.247-64.

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

- (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (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) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(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) (1) 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 in paragraphs (i) through (vi) of this paragraph is a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246);
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201);
 - (vi) 52.222-41, Service Contract Act of 1965, as amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.); and
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (FEB 2006) (46 U.S.C. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

E. SOLICITATION PROVISIONS

E.1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (FAR 52.212-1) (SEP 2006) is incorporated herein by reference.

ADDENDUM TO FAR 52.212-1 (E.1)

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

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

E.3 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (A-FAS-11) (DEC 2000)

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

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

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

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended pursuant to clause I-FAS-163, Option to Extend the Term of the Contract (Evergreen) [SEE C.24], canceled pursuant to the Cancellation clause [SEE C.35], or terminated pursuant to the termination provisions of the contract [SEE C.1].

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

E.4 SUBMISSION OF OFFERS-ADDITIONAL INSTRUCTIONS (CI-FCI-2) (Mar 2004)

1. *HARDCOPY SOLICITATION RESPONSES.* If an Offeror submits a traditional hardcopy proposal, Offerors should:

(a) Submit a signed original and one (1) copy of SF-1449 together with all addenda and attachments. Offers must be submit a complete proposal; proposals that are not substantially complete will be rejected and returned. The Checklist Guideline, Attachment IV, outlines the elements required for an offer to meet the threshold of substantial completeness. Offerors are requested to submit, in a minimum font size of 10 cpi (characters per inch). Refer to paragraph A.2, Address Offers To:, for the submittal address.

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

(c) If the Offeror is other than the manufacturer, (1) one signed copy of a letter of commitment from the manufacturer which will assure the Offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) other evidence that the Offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period. [SEE F.3] Under the requirements of this solicitation, all proposed items must be Trade Agreement Act compliant [See G.1]. The following website contains a list of two digit country codes; <http://www.iana.org/cctld/cctld-whois.htm>, that may be used by manufacturers to designate the county of origin.

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

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

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

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

2. *ELECTRONIC SOLICITATION RESPONSE.* The Offeror has the choice to submit an electronic proposal by using GSA's eOffer System. Proposals may be submitted electronically using eOffers by going to <http://eoffer.gsa.gov>. Offerors should follow the directions provided on this site.

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

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

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

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

(c) Provide information described below for each SIN:

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

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

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

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

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

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

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

(b) Provide information described below:

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

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

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

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

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

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.
 - (1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule)
 - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

E.8 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (GSAR 552.238-72) (SEP 2003)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Acquisition Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause—

“*Energy-efficient product*” means a product that—

- (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or
- (2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

“*GSA Advantage!*” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“*Other environmental attributes*” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“*Post-consumer material*” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer

material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“*Recovered materials*” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“*Remanufactured*” means factory rebuilt to original specifications.

“*Renewable energy*” means energy produced by solar, wind, geothermal, and biomass power.

“*Renewable energy technology*” means—

- (1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or
- (2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

E.9 RESERVED

LABOR CATEGORY PRICING

Off-Site: ARINC Facility (Plant) Rate

GSA Rate Summary for the Contract Period December 19, 2007 to September 28, 2012

CLIN	Labor Category	12/19/07- 9/28/08 Rate	9/29/08- 9/28/09 Rate	9/29/09- 9/28/10 Rate	9/29/10- 9/28/11 Rate	9/29/11- 9/28/12 Rate
001	Senior Manager/Technical Director	\$188.68	\$195.10	\$201.73	\$208.59	\$215.68
002	Program Manager	\$156.54	\$161.86	\$167.36	\$173.05	\$178.93
003	Task Manager	\$122.44	\$126.60	\$130.90	\$135.35	\$139.95
004	Communications Hardware Specialist	\$70.14	\$72.52	\$74.99	\$77.54	\$80.18
005	Communications Software Specialist	\$71.90	\$74.34	\$76.87	\$79.48	\$82.18
006	Application Programmer I	\$82.36	\$85.16	\$88.06	\$91.05	\$94.15
007	Application Programmer II	\$48.16	\$49.80	\$51.49	\$53.24	\$55.05
008	Database Analyst	\$70.14	\$72.52	\$74.99	\$77.54	\$80.18
009	Systems Analyst I	\$64.17	\$66.35	\$68.61	\$70.94	\$73.35
010	Systems Analyst II	\$47.90	\$49.53	\$51.21	\$52.95	\$54.75
011	Software Engineer I	\$106.42	\$110.04	\$113.78	\$117.65	\$121.65
012	Software Engineer II	\$96.05	\$99.32	\$102.70	\$106.19	\$109.80
013	Software Engineer III	\$76.34	\$78.94	\$81.62	\$84.40	\$87.27
014	Information Engineer I	\$95.29	\$98.53	\$101.88	\$105.34	\$108.92
015	Information Engineer II	\$90.82	\$93.91	\$97.10	\$100.40	\$103.81
016	Systems Engineer I	\$74.86	\$77.41	\$80.04	\$82.76	\$85.57
017	Systems Engineer II	\$73.29	\$75.78	\$78.36	\$81.02	\$83.77
018	Engineer I	\$107.84	\$111.51	\$115.30	\$119.22	\$123.27
019	Engineer II	\$96.05	\$99.32	\$102.70	\$106.19	\$109.80
020	Engineer III	\$84.85	\$87.73	\$90.71	\$93.79	\$96.98
021	Logistics Analyst I	\$99.24	\$102.61	\$106.10	\$109.71	\$113.44
022	Logistics Analyst II	\$55.86	\$57.76	\$59.72	\$61.75	\$63.85
023	Quality Assurance Specialist I	\$93.04	\$96.20	\$99.47	\$102.85	\$106.35
024	Quality Assurance Specialist II	\$75.97	\$78.55	\$81.22	\$83.98	\$86.84
025	Product Procurement Specialist	\$61.94	\$64.05	\$66.23	\$68.48	\$70.81
026	Functional Expert I	\$82.45	\$85.25	\$88.15	\$91.15	\$94.25
027	Functional Expert II	\$76.49	\$79.09	\$81.78	\$84.56	\$87.44
028	BPR Specialist I	\$120.63	\$124.73	\$128.97	\$133.35	\$137.88
029	BPR Specialist II	\$75.85	\$78.43	\$81.10	\$83.86	\$86.71
030	System Administrator	\$75.38	\$77.94	\$80.59	\$83.33	\$86.16
031	Network Operations Specialist	\$73.29	\$75.78	\$78.36	\$81.02	\$83.77
032	Computer Security Specialist	\$71.64	\$74.08	\$76.60	\$79.20	\$81.89
033	Assembly and Maintenance Technician	\$61.14	\$63.22	\$65.37	\$67.59	\$69.89
034	Technical Writer	\$31.52	\$32.59	\$33.70	\$34.85	\$36.03
035	Documentation Specialist	\$54.55	\$56.40	\$58.32	\$60.30	\$62.35
036	Clerk-Typist	\$40.00	\$41.36	\$42.77	\$44.22	\$45.72
037	Program Analyst I	\$131.74	\$136.22	\$140.85	\$145.64	\$150.59
038	Program Analyst II	\$99.22	\$102.59	\$106.08	\$109.69	\$113.42
039	Comm Systems Specialist	\$137.39	\$142.06	\$146.89	\$151.88	\$157.04

040	Comm Systems Analyst	\$107.54	\$111.20	\$114.98	\$118.89	\$122.93
041	Subject Matter Expert	\$163.53	\$169.09	\$174.84	\$180.78	\$186.93
042	Sr. Logistics Analyst	\$118.00	\$122.01	\$126.16	\$130.45	\$134.89
043	Engineering Technician	\$91.69	\$94.81	\$98.03	\$101.36	\$104.81
044	Sr. Scientist	\$169.51	\$175.27	\$181.23	\$187.39	\$193.76
045	Sr. Principal Engr/Analyst	\$139.25	\$143.98	\$148.88	\$153.94	\$159.17
046	Staff Principal Engr/Analyst	\$121.95	\$126.10	\$130.39	\$134.82	\$139.40
047	Principal Analyst	\$108.95	\$112.65	\$116.48	\$120.44	\$124.53
048	Sr. Analyst	\$89.57	\$92.62	\$95.77	\$99.03	\$102.40
049	Staff Analyst	\$72.78	\$75.25	\$77.81	\$80.46	\$83.20
050	Analyst	\$61.38	\$63.47	\$65.63	\$67.86	\$70.17
051	Assoc. Analyst I	\$59.38	\$61.40	\$63.49	\$65.65	\$67.88
052	Assoc. Analyst II	\$54.34	\$56.19	\$58.10	\$60.08	\$62.12

CLIN	Labor Category	12/19/07- 9/28/08 Rate	9/29/08- 9/28/09 Rate	9/29/09- 9/28/10 Rate	9/29/10- 9/28/11 Rate	9/29/11- 9/28/12 Rate
053	Program/Systems Analyst I	\$109.99	\$113.56	\$117.26	\$121.07	\$125.00
054	Program/Systems Analyst II	\$158.89	\$164.05	\$169.39	\$174.89	\$180.57
055	Program/Systems Analyst III	\$179.86	\$185.71	\$191.74	\$197.97	\$204.41
056	Computer Specialist I	\$81.85	\$84.51	\$87.26	\$90.09	\$93.02
057	Computer Specialist II	\$117.21	\$121.02	\$124.95	\$129.01	\$133.21
058	Computer Specialist III	\$195.35	\$201.70	\$208.25	\$215.02	\$222.01
059	Systems Engineering Technician I	\$62.46	\$64.49	\$66.59	\$68.75	\$70.98
060	Systems Engineering Technician II	\$74.34	\$76.76	\$79.25	\$81.83	\$84.49
061	Systems Engineering Technician III	\$84.38	\$87.12	\$89.95	\$92.88	\$95.90
062	General IT Engineering Specialist II	\$117.43	\$121.25	\$125.19	\$129.26	\$133.46
063	General IT Engineering Specialist III	\$159.89	\$165.09	\$170.45	\$175.99	\$181.71
064	Testing Specialist I	\$85.18	\$87.95	\$90.81	\$93.76	\$96.81
065	Testing Specialist II	\$112.20	\$115.85	\$119.61	\$123.50	\$127.51
066	Testing Specialist III	\$143.35	\$148.01	\$152.82	\$157.79	\$162.91
067	Executive Program Manager	\$194.74	\$201.07	\$207.60	\$214.35	\$221.32

NOTE: Any non-professional services proposed must be incidental to and in direct support of the proposed professional services.

On-Site: Government Facility (Field) Rate

GSA Rate Summary for the Contract Period December 19, 2007 to September 28, 2012

CLIN	Labor Category	12/19/07- 9/28/08 Rate	9/29/08- 9/28/09 Rate	9/29/09- 9/28/10 Rate	9/29/10- 9/28/11 Rate	9/29/11- 9/28/12 Rate
001	Senior Manager/Technical Director	\$137.32	\$141.99	\$146.82	\$151.81	\$156.97
002	Program Manager	\$114.21	\$118.09	\$122.11	\$126.26	\$130.55
003	Task Manager	\$88.98	\$92.01	\$95.14	\$98.37	\$101.71
004	Communications Hardware Specialist	\$50.63	\$52.35	\$54.13	\$55.97	\$57.87
005	Communications Software Specialist	\$53.99	\$55.83	\$57.73	\$59.69	\$61.72
006	Application Programmer I	\$60.07	\$62.11	\$64.22	\$66.40	\$68.66
007	Application Programmer II	\$35.61	\$36.82	\$38.07	\$39.36	\$40.70

008	Database Analyst	\$51.00	\$52.73	\$54.52	\$56.37	\$58.29
009	Systems Analyst I	\$47.02	\$48.62	\$50.27	\$51.98	\$53.75
010	Systems Analyst II	\$35.44	\$36.64	\$37.89	\$39.18	\$40.51
011	Software Engineer I	\$77.79	\$80.43	\$83.16	\$85.99	\$88.91
012	Software Engineer II	\$70.17	\$72.56	\$75.03	\$77.58	\$80.22
013	Software Engineer III	\$56.13	\$58.04	\$60.01	\$62.05	\$64.16
014	Information Engineer I	\$69.35	\$71.71	\$74.15	\$76.67	\$79.28
015	Information Engineer II	\$66.09	\$68.34	\$70.66	\$73.06	\$75.54
016	Systems Engineer I	\$55.10	\$56.97	\$58.91	\$60.91	\$62.98
017	Systems Engineer II	\$53.72	\$55.55	\$57.44	\$59.39	\$61.41
018	Engineer I	\$78.11	\$80.77	\$83.52	\$86.36	\$89.30
019	Engineer II	\$70.34	\$72.73	\$75.20	\$77.76	\$80.40
020	Engineer III	\$61.72	\$63.82	\$65.99	\$68.23	\$70.55
021	Logistics Analyst I	\$72.29	\$74.75	\$77.29	\$79.92	\$82.64
022	Logistics Analyst II	\$40.72	\$42.10	\$43.53	\$45.01	\$46.54
023	Quality Assurance Specialist I	\$68.41	\$70.74	\$73.15	\$75.64	\$78.21
024	Quality Assurance Specialist II	\$55.14	\$57.01	\$58.95	\$60.95	\$63.02
025	Product Procurement Specialist	\$44.74	\$46.26	\$47.83	\$49.46	\$51.14
026	Functional Expert I	\$59.93	\$61.97	\$64.08	\$66.26	\$68.51
027	Functional Expert II	\$56.02	\$57.92	\$59.89	\$61.93	\$64.04
028	BPR Specialist I	\$87.57	\$90.55	\$93.63	\$96.81	\$100.10
029	BPR Specialist II	\$55.10	\$56.97	\$58.91	\$60.91	\$62.98
030	System Administrator	\$55.10	\$56.97	\$58.91	\$60.91	\$62.98
031	Network Operations Specialist	\$53.67	\$55.49	\$57.38	\$59.33	\$61.35
032	Computer Security Specialist	\$51.97	\$53.74	\$55.57	\$57.46	\$59.41
033	Assembly and Maintenance Technician	\$44.73	\$46.25	\$47.82	\$49.45	\$51.13
034	Technical Writer	\$23.53	\$24.33	\$25.16	\$26.02	\$26.90
035	Documentation Specialist	\$39.78	\$41.13	\$42.53	\$43.98	\$45.48
036	Clerk-Typist	\$29.66	\$30.67	\$31.71	\$32.79	\$33.90
037	Program Analyst I	\$96.15	\$99.42	\$102.80	\$106.30	\$109.91
038	Program Analyst II	\$72.29	\$74.75	\$77.29	\$79.92	\$82.64
039	Comm Systems Specialist	\$99.89	\$103.29	\$106.80	\$110.43	\$114.18
040	Comm Systems Analyst	\$78.88	\$81.56	\$84.33	\$87.20	\$90.16
041	Subject Matter Expert	\$119.69	\$123.76	\$127.97	\$132.32	\$136.82
042	Sr. Logistics Analyst	\$85.62	\$88.53	\$91.54	\$94.65	\$97.87
043	Engineering Technician	\$67.33	\$69.62	\$71.99	\$74.44	\$76.97
044	Sr. Scientist	\$123.89	\$128.10	\$132.46	\$136.96	\$141.62
045	Sr. Principal Engr/Analyst	\$101.34	\$104.79	\$108.35	\$112.03	\$115.84
046	Staff Principal Engr/Analyst	\$88.77	\$91.79	\$94.91	\$98.14	\$101.48
047	Principal Analyst	\$79.32	\$82.02	\$84.81	\$87.69	\$90.67
048	Sr. Analyst	\$69.27	\$71.63	\$74.07	\$76.59	\$79.19
049	Staff Analyst	\$52.85	\$54.65	\$56.51	\$58.43	\$60.42
050	Analyst	\$44.74	\$46.26	\$47.83	\$49.46	\$51.14
051	Assoc. Analyst I	\$43.37	\$44.84	\$46.36	\$47.94	\$49.57
052	Assoc. Analyst II	\$39.52	\$40.86	\$42.25	\$43.69	\$45.18

**LABOR CATEGORY
EDUCATION AND SKILL MATRIX AND SUBSTITUTIONS**

CLIN	Labor Category	Required Ed. and Exp.	Substitutions
001	Senior Manager/Technical Director	MS + 10	BA/BS + 12 or PHD + 7
002	Program Manager	BS + 10	MA/MS + 8 or PHD + 5
003	Task Manager	BS + 12	MA/MS + 10, PHD + 7, or HS + 16
004	Communications Hardware Specialist	BS + 2	AA+4, or HS + 6
005	Communications Software Specialist	BS + 4	MA/MS + 2, or HS + 8
006	Application Programmer I	BS + 10	MA/MS + 8, PHD + 5, AA + 12, or HS + 14
007	Application Programmer II	BS + 5	MA/MS + 3, PHD + 1, AA + 7, or HS + 9
008	Database Analyst	BA + 6	MA/MS + 4, or HS + 10
009	Systems Analyst I	BS + 10	MA/MS + 8, or HS + 14
010	Systems Analyst II	BS + 6	MA/MS + 2, or HS + 10
011	Software Engineer I	BS + 10	MA/MS + 8, PHD + 5, AA + 12, or HS + 14
012	Software Engineer II	BS + 6	MA/MS + 4, PHD + 1, AA + 8, or HS + 10
013	Software Engineer III	BS + 4	MA/MS + 2, AA + 6, or HS + 8
014	Information Engineer I	MS + 7	BA/BS + 9, PHD + 4, AA + 11 or HS + 13
015	Information Engineer II	BS + 8	MA/MS + 6, PHD + 3, AA + 10, or HS + 12
016	Systems Engineer I	BS + 5	MA/MS + 3, PHD + 1, AA + 7, or HS + 9
017	Systems Engineer II	BS + 2	HS + 6
018	Engineer I	BS + 10	MA/MS + 8, PHD + 5, AA + 12, or HS + 14
019	Engineer II	BS + 5	MA/MS + 3, PHD + 1, AA + 7, or HS + 9
020	Engineer III	BS + 4	MA/MS + 2, AA + 6, or HS + 8
021	Logistics Analyst I	BA + 6	MA/MS + 4, PHD + 1, AA + 8, or HS + 10
022	Logistics Analyst II	BA + 4	MA/MS + 2, AA + 6, or HS + 8
023	Quality Assurance Specialist I	HS + 20	AA + 16, or BA/BS + 12
024	Quality Assurance Specialist II	HS + 10	AA + 6, or BA/BS + 2
025	Product Procurement Specialist	BA + 0	AA + 2 or HS + 4
026	Functional Expert I	BA + 10	MA/MS + 8, PHD + 5, AA + 12, or HS + 14
027	Functional Expert II	BA + 7	MA/MS + 5, PHD + 2, AA + 9 or HS + 11
028	BPR Specialist I	MA + 10	BA/BS + 12, PHD + 7, AA + 13 or HS + 17
029	BPR Specialist II	BA + 10	MA/MS + 8, PHD + 5, AA + 12, or HS + 14
030	Systems Administrator	BA + 4	MA/MS + 2, AA + 6, or HS + 8
031	Network Operations Specialist	AA + 0	HS + 2
032	Computer Security Specialist	BS + 10	MA/MS + 8, PHD + 5, AA + 12, or HS + 14
033	Assembly and Maintenance Technician	HS/GED + 1	
034	Technical Writer	BA + 3	AA + 5 or HS + 7
035	Documentation Specialist	BA + 0	AA + 2 or HS + 4
037	Program Analyst I	BA + 8	MA/MS + 6, PHD + 3, AA + 10, or HS + 12
038	Program Analyst II	MA + 6	BA/BS + 8, AA + 10, HS + 12, or PHD + 3
039	Communications Systems Specialist	MA + 7	BA/BS + 9 or PHD + 4
040	Communications Systems Analyst	MA + 7	BA/BS + 9, PHD + 4, AA + 11 or HS + 13
041	Subject Matter Expert	MA + 8	BA/BS + 10 or PHD + 5
042	Senior Logistics Analyst	MA + 7	BA/BS + 9, PHD + 4, AA + 11 or HS + 13
043	Engineering Technician	HS/GED + 8	AA + 6 or BA/BS + 4
044	Senior Scientist	PHD + 15	MA/MS + 18 or BS/BA + 20
045	Senior Principal Engineer/Analyst	MA + 13	PHD + 10, or BA/BS + 15
046	Staff Principal Engineer/Analyst	MA + 10	PHD + 7 or BA/BS + 12
047	Principal Analyst	MA + 8	BA/BS + 10, HS + 14, or PHD + 5
048	Senior Analyst	MA + 4	BA/BS + 6, HS + 10, or PHD + 1
049	Staff Analyst	BA + 2	AA + 4, HS + 6
050	Analyst	BA + 0	AA + 2 or HS + 4
051	Associate Analyst I	85 credits + 4	BA/BS + 5
052	Associate Analyst II	AA + 3	BA/BS + 5

LABOR CATEGORY DESCRIPTIONS

Senior Manager/Technical Director		001
Functional responsibility	<ul style="list-style-type: none"> • Plans, directs, coordinates, and controls technical and administrative activities for several programs or one large program. • Supervises program managers in the execution of their assigned duties. • Reviews and maintains quality of technical work done on the program. • Makes technical judgments and provides advice on the resolution of technical problems. 	
Minimum education	MS	
Minimum/general experience	10 years or more directly related experience including <ul style="list-style-type: none"> • supervision of technical program execution, • executive management, • work planning, • control of budget, schedule, and task execution, • contract & subcontract management, • personnel management and supervision. 	

Program Manager		002
Functional responsibility	<ul style="list-style-type: none"> • Plans, directs, coordinates, and controls technical and administrative activities for an entire program. • Supervises task managers in the execution of their assigned duties. • Reviews and maintains quality of technical work done on the program. • Makes technical judgments and provides advice on the resolution of technical problems. 	
Minimum education	BS in a technical field	
Minimum/general experience:	10 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • requirements definition, • work planning, • control of budget, schedule, and task execution, • contract & subcontract management, • personnel management and supervision. 	

Task Manager		003
Functional responsibility	<ul style="list-style-type: none"> Plans, directs, coordinates, and controls technical and administrative activities for an entire program. Reviews and maintains quality of technical work done on the program. Makes technical judgments and provides advice on the resolution of technical problems. 	
Minimum education	BS in a technical field	
Minimum/general experience	12 years or more directly related experience including <ul style="list-style-type: none"> system engineering, requirements definition, work planning, control of budget, schedule, and task execution, contract & subcontract management, personnel management and supervision. 	

Communications Hardware Specialist		004
Functional responsibility	<ul style="list-style-type: none"> Recommends equipment acquisitions, replacements, and upgrades based on user requirements and network demand. Helps plan the installation, configuration, and continuing operation of telecommunications equipment to support network operations. Coordinates with other specialists regarding the implementation of telecommunications standards and protocols. 	
Minimum education	BS	
Minimum/general experience	At least 2 years' experience in the selection and application of telecommunications hardware.	

Communications Software Specialist		005
Functional responsibility	<ul style="list-style-type: none"> Recommends software acquisitions, replacements, and upgrades based on user requirements and network demand. Helps plan the installation, configuration, and continuing operation of telecommunications software to support network operations. Coordinates with other specialists regarding the implementation of telecommunications standards and protocols. 	
Minimum education	BS	
Minimum/general experience	At least 4 years' experience in the selection and application of telecommunications software.	

Application Programmer I		006
Functional responsibility	<ul style="list-style-type: none"> • Analyzes functional business applications and design specifications for functional activities. • Develops block diagrams and logic flow charts. • Translates detailed design into computer software. • Tests, debugs, and defines the computer software to produce the required product. • Prepares required documentation, including both program-level and user-level documentation. • Enhances software to reduce operating time or improve efficiency. • Where necessary, supervises the efforts of other application programmers and technical staff. 	
Minimum education	BS (computer science or related)	
Minimum/general experience	<ul style="list-style-type: none"> • At least 10 years' applicable experience as an applications programmer on large-scale information technology systems, • Knowledge of computer equipment and ability to develop complex software to satisfy design objectives. • Demonstrated ability to work independently or under only general direction. 	

Application Programmer II		007
Functional responsibility	<ul style="list-style-type: none"> • Analyzes functional business applications and design specifications for functional activities. • Develops block diagrams and logic flow charts. • Translates detailed design into computer software. • Tests, debugs, and defines the computer software to produce the required product. • Prepares required documentation, including both program-level and user-level documentation. • Enhances software to reduce operating time or improve efficiency. 	
Minimum education	BS (computer science or related)	
Minimum/general experience	<ul style="list-style-type: none"> • At least 5 years' applicable experience as an applications programmer on large-scale information technology systems, • Knowledge of computer equipment and ability to develop complex software to satisfy design objectives. 	

Database Analyst		008
Functional responsibility	<ul style="list-style-type: none"> • Manages and/or develops data base projects. • Provides highly technical expertise in the use of database management systems (DBMS) concepts. • Evaluates and recommends available DBMS products and services to support validated user requirements. • Defines file organization, indexing methods, and security procedures for specific user applications. 	
Minimum education	BA	
Minimum/general experience	At least 6 years' experience in the development, use, modification, and maintenance of medium to large databases, including experience with current database management systems.	

Systems Analyst I		009
Functional responsibility	<ul style="list-style-type: none"> • Leads other systems analysts, programmers, and other specialists in the development of complex ADP, EC, and EDI systems. • Translates user requirements into functional, performance, and interface requirements suitable for the development or integration of ADP, EC, and EDI systems, including system requirements specifications, interface descriptions, solicitation documents, and development plans. • Develops, refines, and reviews with users alternative designs for ADP, EC, and EDI systems, assisting in the finalizing of requirements and designs. 	
Minimum education	BS	
Minimum/general experience	At least 10 years' experience in the translation of user requirements for engineering, business, and records management ADP, EC, and EDI functions into overall system designs, including significant managerial experience.	

Systems Analyst II		010
Functional responsibility	<ul style="list-style-type: none"> • Leads other systems analysts, programmers, and other specialists in the development of complex ADP, EC, and EDI systems. • Translates user requirements into functional, performance, and interface requirements suitable for the development or integration of ADP, EC, and EDI systems, including system requirements specifications, interface descriptions, solicitation documents, and development plans. • Develops, refines, and reviews with users alternative designs for ADP, EC, and EDI systems, assisting in the finalizing of requirements and designs. 	
Minimum education	BS	
Minimum/general experience	At least 6 years' experience in the translation of user requirements for engineering, business, and records management ADP, EC, and EDI functions into overall system designs, including some managerial experience.	

Software Engineer I		011
Functional responsibility	<ul style="list-style-type: none"> • Leads other software engineers, programmers, and other specialists in the development of complex ADP, EC, and EDI systems. • Applies engineering techniques and tools to the development and integration of ADP, EC, and EDI systems. • Develops, refines, and reviews with users alternative designs for ADP, EC, and EDI systems, assisting in the finalizing of requirements and designs. 	
Minimum education	BS	
Minimum/general experience	At least 10 years' experience in the design and development of complex software systems, including significant managerial experience.	

Software Engineer II		012
Functional responsibility	<ul style="list-style-type: none"> • Leads other software engineers, programmers, and other specialists in the development of complex ADP, EC, and EDI systems. • Applies engineering techniques and tools to the development and integration of ADP, EC, and EDI systems. • Develops, refines, and reviews with users alternative designs for ADP, EC, and EDI systems, assisting in the finalizing of requirements and designs. 	
Minimum education	BS	
Minimum/general experience	At least 6 years' experience in the design and development of complex software systems, including some managerial experience.	

Software Engineer III		013
Functional responsibility	<ul style="list-style-type: none"> • Supports other software engineers, programmers, and other specialists in the development of complex ADP, EC, and EDI systems. • Applies engineering techniques and tools to the development and integration of ADP, EC, and EDI systems. • Develops, refines, and reviews with users alternative designs for ADP, EC, and EDI systems, assisting in the finalizing of requirements and designs. 	
Minimum education	BS	
Minimum/general experience	At least 4 years' experience in the design and development of complex software systems, including some managerial experience.	

Information Engineer I		014
Functional responsibility	<ul style="list-style-type: none"> • Collects information about organizational mission and user needs, and uses this information to develop information system requirements. • Uses analytical and computational techniques to solve problems and make decisions in the design of information systems. • Supports enterprise-wide strategic systems planning efforts. • Provides technical guidance in the application of software engineering techniques and automated support tools • Where required, supervises the efforts of other information engineers and technical personnel in the accomplishment of assigned tasks. 	
Minimum education	MS (computer science or related)	
Minimum/general experience	At least 7 years' experience in the planning, analysis, design and construction of large-scale information systems.	

Information Engineer II		015
Functional responsibility	<ul style="list-style-type: none"> • Collects information about organizational mission and user needs, and uses this information to develop information system requirements. • Uses analytical and computational techniques to solve problems and make decisions in the design of information systems. • Supports enterprise-wide strategic systems planning efforts. • Provides technical guidance in the application of software engineering techniques and automated support tools 	
Minimum education	BS (computer science or related)	
Minimum/general experience	At least 8 years' experience in the planning, analysis, design and construction of large-scale information systems.	

Systems Engineer I		016
Functional responsibility	<ul style="list-style-type: none"> • Oversees the design, development, and implementation of complex information technology systems. • Where required, supervises the technical efforts of other systems engineers and technical personnel in achieving the objectives of the assigned task. 	
Minimum education	BS	
Minimum/general experience	<ul style="list-style-type: none"> • At least 5 years' experience in the design of communications networks, ADP, or other information technology systems, including significant managerial experience. • Has detailed knowledge of one or more specialized engineering fields (e.g., radio communications, optics, computers, command-control-communications (C³) systems). 	

Systems Engineer II		017
Functional responsibility	<ul style="list-style-type: none"> Oversees the design, development, and implementation of complex information technology systems. Where required, supervises the technical efforts of other systems engineers and technical personnel in achieving the objectives of the assigned task. 	
Minimum education	BS	
Minimum/general experience	<ul style="list-style-type: none"> At least 2 years' experience in the design of communications networks, ADP, or other information technology systems. Is familiar with one or more specialized engineering fields (e.g., radio communications, optics, computers, command-control-communications (C³) systems). 	

Engineer I		018
Functional responsibility	<ul style="list-style-type: none"> Applies engineering methods and tools to the solution of specific technical problems. As required, supervises the efforts of other engineers and technical staff in the accomplishment of assigned tasks. 	
Minimum education	BS (engineering)	
Minimum/general experience	At least 10 years' experience relevant to assigned tasks including significant management experience.	

Engineer II		019
Functional responsibility	<ul style="list-style-type: none"> Applies engineering methods and tools to the solution of specific technical problems. Works alone or with other engineers and technical staff in the accomplishment of assigned tasks. 	
Minimum education	BS (engineering)	
Minimum/general experience	At least 5 years' experience relevant to assigned tasks, including some managerial experience.	

Engineer III		020
Functional responsibility	<ul style="list-style-type: none"> Applies engineering methods and tools to the solution of specific technical problems. Works alone or with other engineers and technical staff in the accomplishment of assigned tasks. 	
Minimum education	BS (engineering)	
Minimum/general experience	At least 4 years experience relevant to assigned tasks.	

Logistics Analyst I		021
Functional responsibility	<ul style="list-style-type: none"> • Creates and helps execute plans for the integrated logistics support (ILS) of complex systems. • Analyzes adequacy and effectiveness of current and proposed logistics support provisions for complex systems. • Where required, supervises the efforts of other logistics personnel in the execution of assigned tasks. 	
Minimum education	BA	
Minimum/general experience	At least 6 years' experience in ILS planning and analysis.	

Logistics Analyst II		022
Functional responsibility	<ul style="list-style-type: none"> • Creates and helps execute plans for the integrated logistics support (ILS) of complex systems. • Develops ILS requirements for new systems based upon user needs and missions. • Analyzes adequacy and effectiveness of current and proposed logistics support provisions for complex systems. • Where required, supervises the efforts of other logistics personnel in the execution of assigned tasks. 	
Minimum education	BA	
Minimum/general experience	At least 4 years' experience in ILS planning and analysis.	

Quality Assurance Specialist I		023
Functional responsibility	<ul style="list-style-type: none"> • Develops and applies quality measurement procedures to hardware and software and other products of the organization. • Plans and participates in quality assurance reviews. • Develops and executes quality assurance plans. 	
Minimum education	High School diploma or GED	
Minimum/general experience	At least 20 years' experience in the application of quality assurance standards and practices to systems development and integration environments, including significant managerial experience.	

Quality Assurance Specialist II		024
Functional responsibility	<ul style="list-style-type: none"> • Develops and applies quality measurement procedures to hardware and software and other products of the organization. • Plans and participates in quality assurance reviews. • Develops and executes quality assurance plans. 	
Minimum education	High School diploma or GED	
Minimum/general experience	At least 10 years' experience in the application of quality assurance standards and practices to systems development and integration environments, including significant managerial experience.	

Product Procurement Specialist		025
Functional responsibility	<ul style="list-style-type: none"> • Helps develop program procurement documentation such as acquisition plans, decision memoranda, • Helps develop solicitation materials such as work statements, specifications, line item listings, data requirements listings, etc. • Helps select and tailor standard contractual clauses for incorporation into solicitations and contracts. • Develops and helps execute source selection procedures, including evaluation plans, criteria, and worksheets. 	
Minimum education	BA	
Minimum/general experience	Familiar with relevant acquisition procedures and processes.	

Functional Expert I		026
Functional responsibility	<ul style="list-style-type: none"> • Works with users to determine their needs and to derive corresponding system requirements. • Develops and evaluates alternatives for the fulfillment of specialized requirements. • Where required, supervises other functional experts in the accomplishment of assigned tasks. • Advises managers and technical personnel on questions related to the field of expertise. 	
Minimum education	BA	
Minimum/general experience	<ul style="list-style-type: none"> • At least 10 years' experience in the area of expertise. • Sufficient documented education, experience, and peer recognition to be qualified as an expert in the relevant specialized fields of study. • Significant managerial experience. 	

Functional Expert II		027
Functional responsibility	<ul style="list-style-type: none"> • Works with users to determine their needs and to derive corresponding system requirements. • Develops and evaluates alternatives for the fulfillment of specialized requirements. • Advises managers and technical personnel on questions related to the field of expertise. 	
Minimum education	BA	
Minimum/general experience	<ul style="list-style-type: none"> • At least 7 years' experience in the area of expertise. • Sufficient documented education, experience, and peer recognition to be qualified as an expert in the relevant specialized fields of study. • Significant managerial experience. 	

Business Process Reengineering Specialist I		028
Functional responsibility	<ul style="list-style-type: none"> • Assists organizations to determine requirements for, and potential benefits of, process reengineering efforts. • Uses group facilitation, training, interviews, and other tools to identify and develop business process reengineering opportunities. • Where required, supervises a business process reengineering staff to carry out the assigned tasks. • Prepares plans for the implementation of business process reengineering, and assists management in the execution and (where required) update of these plans. • Works with project teams to effect transitions to the new processes. Facilitates the reorganization of existing teams or the establishment of new teams as required. • Coordinates among personnel and project teams to ensure that business process reengineering efforts are successful and effective. 	
Minimum education	MA (computer science or related)	
Minimum/general experience	At least 10 years' applicable experience in techniques of business process reengineering, with significant managerial experience.	

Business Process Reengineering Specialist II		029
Functional responsibility	<ul style="list-style-type: none"> • Assists organizations to determine requirements for, and potential benefits of, process reengineering efforts. • Uses group facilitation, training, interviews, and other tools to identify and develop business process reengineering opportunities and goals. • Prepares plans for the implementation of business process reengineering, and assists management in the execution and (where required) update of these plans. • Works with project teams to effect transitions to the new processes. Facilitates the reorganization of existing teams or the establishment of new teams as required. • Coordinates among personnel and project teams to ensure that business process reengineering efforts are successful and effective. 	
Minimum education	BA (computer science or related)	
Minimum/general experience	At least 10 years' applicable experience in techniques of business process reengineering	

System Administrator		030
Functional responsibility	<ul style="list-style-type: none"> • Supervises the configuration, operation, and day-to-day use of multi-user computer systems. • Optimizes system capacity and resources to meet current demands, and makes plans for reconfiguration or expansion to meet future demands. • Implements measures to manage system integrity, ensure adequate system security, and maintain adequate system reliability and availability. • Diagnoses system problems and effects solutions. • Supervises junior system administrators and other operations staff. • Provides specific or detailed assistance to system users. 	
Minimum education	BA	
Minimum/general experience	4 years' experience in the configuration, operation, and diagnosis of multi-user computer systems or local networks, including some managerial experience.	

Network Operations Specialist		031
Functional responsibility	<ul style="list-style-type: none"> • Operates and maintains distributed communications networks. • Uses automated tools to manage network configuration, integrity, and security. • Diagnoses network problems and effects solutions. • Optimizes network resources to meet current demands, and makes plans for reconfiguration or expansion of the network to meet future demands. • Provides assistance to network users. 	
Minimum education	AA (technical)	
Minimum/general experience	<ul style="list-style-type: none"> • Understands the setup, operation and diagnosis of large communications networks. • Is familiar with the configuration and use of multiplexers, modems, network interfaces, and other components of distributed communications networks. 	

Computer Security Specialist		032
Functional responsibility	<ul style="list-style-type: none"> Analyzes organizational mission and user needs, and develops requirements, systems, and procedures that provide appropriate levels of system security against sabotage, subversion, tampering, or other undesired use. Analyzes systems to identify security risks or concerns, and recommends appropriate remedies. 	
Minimum education	BS (technical)	
Minimum/general experience	At least 10 years' experience in the evaluation of security threats to ADP systems, and in technologies and procedures that mitigate such threats.	

Assembly and Maintenance Technician		033
Functional responsibility	<ul style="list-style-type: none"> Performs installations and upgrades of electronic equipment. Performs preventive and corrective maintenance on electronic equipment. Performs electrical and mechanical assembly of prototypes and other equipment. 	
Minimum education	High School diploma or GED	
Minimum/general experience	One year experience in the assembly, installation, and maintenance of complex electronic equipment.	

Technical Writer		034
Functional role	<ul style="list-style-type: none"> Reviews and edits highly complex written and graphical technical materials, including system configuration, studies, documentation, reports and other presentation graphics. Ensures compliance with standards of style and format, proper English usage, and overall structure and organization of material. 	
Typical education	BA	
Typical experience	<p>At least 3 years' applicable experience in:</p> <ul style="list-style-type: none"> Developing, editing, and producing technical and graphical documentation for Government ADP systems. Use of automated tools to prepare, update, store, and distribute technical and program documentation. Writing and proofreading technical and contractual language as used in program documentation. 	

Documentation Specialist		035
Functional responsibility	<ul style="list-style-type: none"> Assists technical personnel in the preparation of formal documents (e.g., specifications, data item descriptions, plans) according to established standards for such documentation. Supervises the collection, filing, distribution, and historical tracking of review comments and change proposals. Works with change control boards to ensure accurate recording of resolutions, action items, decisions, etc. Supervises the maintenance of key project baseline documentation. 	
Minimum education	BA	
Minimum/general experience	<ul style="list-style-type: none"> Is extensively experienced with general and specific documentation practices and standards appropriate to the assigned task. Is experienced and knowledgeable in the use of automated tools to prepare, update, store, and distribute technical and program documentation. 	

Clerk Typist		036
Functional responsibility	<ul style="list-style-type: none"> Prepares final copy from draft materials and recorded dictation, using word processing and basic charting and graphics capabilities. Establishes and maintains routine office files. Is skilled in use of a variety of office equipment to produce work rapidly and accurately. Works with technical personnel to ensure accuracy and completeness of materials prepared. 	
Minimum education	High school diploma or GED	
Minimum/general experience	One year experience in required clerical skills and operation of office equipment.	

Program Analyst I		037
Functional responsibility	Analyzes projects to ensure that implementation and prescribed activities are carried out in accordance with specified cost, schedule, and technical performance objectives	
Minimum education	BA in relevant discipline.	
Minimum/general experience	At least 8 years' applicable experience in project acquisition/management support, with extensive working knowledge/familiarity with Government acquisition and funding policies and procedures.	

Program Analyst II		038
Functional responsibility	<ul style="list-style-type: none"> • Performs a variety of budgetary and programming functions that support the areas of budget and finance. • Develops and produces schedules of varying complexity from the top level detailed master schedule to the lowest level detailed milestone charts. • Monitors and evaluates acquisition/integration contract performance from the perspectives of technical performance, cost, and schedule. 	
Minimum education	MA in relevant discipline.	
Minimum/general experience	At least 6 years' applicable experience in project acquisition/management support, with extensive working knowledge/familiarity with Government acquisition and funding policies and procedures.	

Communications Systems Specialist		039
Functional responsibility	<ul style="list-style-type: none"> • Provides support documentation for system communications capabilities meeting user requirements. • Evaluates viability of design approaches and ability of acquisition/integration contractors to meet technical objective(s); reviews, evaluates, and comments on communications aspects of acquisition/integration contractor's reports; identifies problems and recommends alternatives to the Government program office. • Provides technical support to the Government for various contract reviews. 	
Minimum education	MA in a relevant discipline	
Minimum/general experience	<ul style="list-style-type: none"> • At least 7 year's applicable experience in a technical discipline relating to the task. • Working knowledge/familiarity with the DOD systems acquisition process ; frequency propagation theory; radio engineering design, system interface requirements, and control; processing gain enhancements to specific frequencies; Survivability and Vulnerability (S/V) requirements; NSA functional security requirements specifications and theory of compliance with TEMPEST and COMSEC engineering; custom integrated circuits and cell logic; nuclear hardness and assurance engineering; and strategic communications interoperability requirements. 	

Communications Systems Analyst		040
Functional responsibility	<ul style="list-style-type: none"> • Provides support documentation for system communications capabilities meeting user requirements. • Evaluates viability of design approaches and ability of acquisition/integration contractors to meet technical objective(s); reviews, evaluates, and comments on communications aspects of acquisition/integration contractor's reports; identifies problems and recommends alternatives to the Government program office. • Provides technical support to the Government for various contract reviews 	
Minimum education	MA in a relevant discipline	
Minimum/general experience	At least 7 years' applicable experience in an appropriate technical field, developing as solid working knowledge/familiarity with DOD systems acquisition processes, and with communication technologies appropriate to the task.	

Subject Matter Expert		041
Functional responsibility	Provides unique subject matter expertise in a specific area which is not readily available to the government customer in areas of development planning and acquisition support.	
Minimum education	MA in a relevant discipline.	
Minimum/general experience	<ul style="list-style-type: none"> • At least 8 years' applicable experience in the applicable subject matter area • A recognized expert in his/her field. 	

Senior Logistics Analyst		042
Functional responsibility	<ul style="list-style-type: none"> • Evaluates and assists in the development of system design for supportability and the integrated logistics support elements (maintenance planning; manpower and personnel; training and training support; supply; support equipment; handling, storage, and transportability; and reliability and maintainability (R&M)). • Conducts and participates in evaluation of specified and operationally stated system R&M metrics. • Identifies and prioritizes deficiencies uncovered during test. • Plan for and provide implementation support in the areas of technical order verification and validation (T.O.V&V), deficiency reporting, and system/support equipment acquisition documentation. 	
Minimum education	MA	
Minimum/general experience	<ul style="list-style-type: none"> • At least 7 years' experience in the area of logistics support. • Knowledge of Government regulations, manuals, technical orders, standards, and industry publications related to logistics support required to perform the task. 	

Engineering Technician		043
Functional responsibility	Provides semiprofessional technical support to engineers and scientists working in research, design, development, testing, and/or manufacturing.	
Minimum education	High School diploma or GED	
Minimum/general experience	<ul style="list-style-type: none"> • At least 8 years' of technical support experience. • Practical knowledge of science/engineering. 	

Senior Scientist		044
Functional responsibility	<ul style="list-style-type: none"> • Assesses strategic technology issues with key government customer personnel. • Leads in enterprise-wide technical planning activities. • Performs the most complex, leading-edge technical tasks. • Solves the most difficult and unique types of technical problems. 	
Minimum education	PhD	
Minimum/general experience	At least 15 years' applicable experience in appropriate field, developing new concepts and approaches in one or more areas of expertise.	

Senior Principal Engineer/Analyst		045
Functional responsibility	<ul style="list-style-type: none"> • Independently defines and performs complex and challenging tasks involving leading-edge technology where little precedent exists. • Serves as critical technical interface, resolving major issues critical to program success. • Provides technical leadership across several organizational units. 	
Minimum education	MA in a relevant discipline	
Minimum/general experience	At least 13 years' applicable experience in appropriate field, modifying or adapting theoretical concepts or approaches in one or more areas to technical problem(s) at hand.	

Staff Principal Engineer/Analyst		046
Functional responsibility	<ul style="list-style-type: none"> • Independently defines and performs more complex tasks where some precedence exists. • Serves as significant technical interface, resolving major issues critical to program success. • Provides technical leadership within an organizational unit. 	
Minimum education	MA in a relevant discipline	
Minimum/general experience	At least 10 years' applicable experience in appropriate field, independently developing technical solutions in area(s) of expertise.	

Principal Analyst		047
Functional responsibility	<ul style="list-style-type: none"> Independently defines and performs highly complex tasks. Serves as frequent technical interface, resolving sensitive issues. Provides technical leadership within an organizational unit. 	
Minimum education	MA in a relevant discipline	
Minimum/general experience	At least 8 years' applicable experience in appropriate field, developing high qualifications in a broad technical area and a good working knowledge of related disciplines.	

Senior Analyst		048
Functional responsibility	<ul style="list-style-type: none"> Scopes and performs broadly-defined tasks that require the use of independence, judgment, and creativity. Serves as a technical interface in a defined area, maintaining and enhancing good working relationships with others participating in the interface. Provides technical guidance to less experienced personnel. 	
Minimum education	MA in a relevant discipline	
Minimum/general experience	At least 4 years' applicable experience in appropriate field, developing high qualifications in a well-defined technical area and familiarity with related disciplines.	

Staff Analyst		049
Functional responsibility	<ul style="list-style-type: none"> Performs tasks that require some judgment in the application of standard techniques and methods. Accomplishes some technical interface, maintaining rapport with other participating in the interface. May provide some guidance to less experienced personnel. 	
Minimum education	BA in a relevant discipline	
Minimum/general experience	At least 2 years' applicable experience in appropriate field, developing a solid knowledge of standard techniques and methods in relevant area.	

Analyst		050
Functional responsibility	<ul style="list-style-type: none"> Under monitoring by more senior personnel, performs basic technical tasks through the use of standard techniques and accepted methods. May accomplish technical interface. May provide technical guidance to peers. 	
Minimum education	BA in a relevant discipline	
Minimum/general experience	Basic practical or academic knowledge of standard techniques and methods.	

Associate Analyst I		051
Functional responsibility	<ul style="list-style-type: none"> • Develops, designs, and maintains simple databases. • Trains others on software packages and other computer applications. • Reviews/updates technical documentation. 	
Minimum education	<ul style="list-style-type: none"> • 85+ college credits in a technical discipline. 	
Minimum/general experience	<ul style="list-style-type: none"> • At least 4 years' applicable experience in appropriate field. • Intermediate programming and advanced working knowledge of various computer applications. • Clarification of technical requirements to produce technical reports. 	

Associate Analyst II		052
Functional responsibility	<ul style="list-style-type: none"> • Assists in writing, reviewing, revising, and editing technical documentation. • Assists in user training. 	
Minimum education	AA working towards a Bachelor's in a technical area.	
Minimum/general experience	<ul style="list-style-type: none"> • At least 3 years' applicable experience in appropriate field. • Simple programming and advanced working knowledge of various computer applications. • Clarification of technical requirements to produce technical reports. 	

Program/Systems Analyst I		053
Functional responsibility	<ul style="list-style-type: none"> • Support the management of IT, warfighter, and satellite related programs • Perform systems engineering, planning, performance management, capacity planning, testing and validation, benchmarking, and/or program analysis • Development and staffing of a systems engineering management plant • Analyzes and develops technical documentation detailing the integration and system performance • Perform program analysis support development, integration and fielding of IT, warfighter, or satellite systems 	
Minimum education	BS or BA	
Minimum/general experience	2 years or HS and 6 years system analyses and or program management experience	

Program/Systems Analyst II		054
Functional responsibility	<ul style="list-style-type: none"> • Support the management of IT, warfighter, and satellite related programs • Perform systems engineering, planning, performance management, capacity planning, testing and validation, benchmarking, and/or program analysis • Development and staffing of a systems engineering management plant • Analyzes and develops technical documentation detailing the integration and system performance • Perform program analysis support development, integration and fielding of IT, satellite, or warfighter systems 	
Minimum education	BS or BA	
Minimum/general experience	5 years or HS and 9 years or MS/MA and 2 years of system analyses and or program management experience	

Program/Systems Analyst III		055
Functional responsibility	<ul style="list-style-type: none"> • Lead the management of IT, warfighter, and satellite related programs • Perform program analysis support development, integration and fielding of IT systems 	
Minimum education	BS or BA	
Minimum/general experience	12 years or HS and 16 years or MS/MA and 8 years of system analyses and or program management experience	

Computer Specialist I		056
Functional responsibility	<ul style="list-style-type: none"> • Support software engineering, system integration, or programming for large computers, minicomputers and/or microprocessor base applications • Develop flow charts and associated documentation for computer-based operations 	
Minimum education	BS or BA and 1 years experience, or HS and 5 years experience	
Minimum/general experience	1 year or HS and experience in requirements analysis, design, coding methodologies, configuration management or computer systems requirements	

Computer Specialist II		057
Functional responsibility	<ul style="list-style-type: none"> • Perform software engineering, system integration, or programming for large computers, minicomputers and/or microprocessor base applications • Develop flow charts and associated documentation for computer-based operations • Experience supporting real-time operating systems, distributed systems, or satellite/warfighter systems and equipment 	
Minimum education	BS or BA	
Minimum/general experience	6 year or HS and 10 or MS and 3 years experience in requirements analysis, design, coding methodologies, configuration management or computer systems requirements	

Computer Specialist III		058
Functional responsibility	<ul style="list-style-type: none"> • Lead software engineering, system integration, or programming for large computers, minicomputers and/or microprocessor base applications • Develop flow charts and associated documentation for computer-based operations • Experience supporting real-time operating systems, distributed systems, or satellite/warfighter systems and equipment 	
Minimum education	BS or BA	
Minimum/general experience	6 year or HS and 10 or MS and 3 years experience in requirements analysis, design, coding methodologies, configuration management or computer systems requirements	

Systems Engineering Technician I		059
Functional responsibility	<ul style="list-style-type: none"> • Support maintenance testing and diagnostic routine for IT radio or satellite systems and equipment 	
Minimum education	HS	
Minimum/general experience	1 year experience in maintenance, testing and trouble shooting procedures in support of electronic, satellite, computer, or mechanical systems	

Systems Engineering Technician II		060
Functional responsibility	<ul style="list-style-type: none"> • Perform maintenance testing and diagnostic routine for IT communication or satellite systems and equipment • Perform tests and measurements and measurements of IT communication and satellite systems in accordance with military and commercial standards 	
Minimum education	HS	
Minimum/general experience	5 year or AA/AS and 2 years experience in maintenance, testing and trouble shooting procedures in support of electronic, satellite, computer, or mechanical systems	

Systems Engineering Technician III		061
Functional responsibility	<ul style="list-style-type: none"> • Perform and lead maintenance testing and diagnostic routine for IT radio or satellite systems and equipment • Perform tests and measurements and measurements of IT communication and satellite systems in accordance with military and commercial standards 	
Minimum education	HS	
Minimum/general experience	8 year or AA/AS and 5 years experience in maintenance, testing and trouble shooting procedures in support of electronic, satellite, computer, or mechanical systems	

General Engineering Specialist II		062
Functional responsibility	<ul style="list-style-type: none"> • Support IT, warfighter, satellite systems and equipment design, development, integration, fielding and documentation • Perform system requirement analysis and specification: modeling and tradeoff studies • Plan and conduct work requiring judgment in the independent evaluation, selection, and adaptation and modification of standard techniques, procedures, and criteria • Perform analysis, design, develop, test, or fielding in support of complex systems requirements • Review and analyze task statements, standards, and associated documents to determine engineering requirements 	
Minimum education	BS or BA	
Minimum/general experience	5 years experience or MS or MA and 2 years experience or HS and 10 years experience in performing all phases of design, development and documentation of IT, computer, satellite, warfighter, or information systems and equipment	

General Engineering Specialist III		063
Functional responsibility	<ul style="list-style-type: none"> • Perform and lead IT, warfighter, satellite systems and equipment design, development, integration, fielding and documentation • Perform system requirement analysis and specification: modeling and tradeoff studies • Plan and conduct work requiring judgment in the independent evaluation, selection, and adaptation and modification of standard techniques, procedures, and criteria • Perform analysis, design, develop, test, or fielding in support of complex systems requirements • Review and analyze task statements, standards, and associated documents to determine engineering requirements 	
Minimum education	BS or BA	
Minimum/general experience	10 years experience or MS or MA and 7 years experience or HS and 15 years experience in performing all phases of design, development and documentation of IT, computer, satellite, warfighter, or information systems and equipment	

Testing Specialist I		064
Functional responsibility	<ul style="list-style-type: none"> • Performs fundamental engineering and testing duties and assist senior engineers developing, integrating and fielding IT, satellite, warfighter, or information systems and equipment • Develop test plans and determine appropriate test criteria and procedures • Plan and conduct work requiring judgment in the independent evaluation, selection, and adaptation and modification of standard techniques, procedures, and criteria • Perform analysis, design, develop, test, or fielding in support of complex systems requirements 	
Minimum education	BS or BA	
Minimum/general experience	1 year or HS and 5 years experience in performing test and evaluation of IT, satellite, warfighter, or information systems and equipment systems and equipment	

Testing Specialist II		065
Functional responsibility	<ul style="list-style-type: none"> • Performs fundamental engineering and testing duties and assist senior engineers developing, integrating and fielding IT, satellite, warfighter, or information systems and equipment 	
Minimum education	BS or BA	
Minimum/general experience	5 years or HS and 10 or MS/MA and 2 years experience in performing test and evaluation of IT, satellite, warfighter, or information systems and equipment systems and equipment	

Testing Specialist III		066
Functional responsibility	<ul style="list-style-type: none"> • Performs fundamental engineering and testing duties and assist senior engineers developing, integrating and fielding IT, satellite, warfighter, or information systems and equipment 	
Minimum education	BS or BA	
Minimum/general experience	10 years or HS and 15 or MS/MA and 6 years experience in performing test and evaluation of IT, satellite, warfighter, or information systems and equipment systems and equipment	

Executive Program Manager		067
Functional responsibility	<ul style="list-style-type: none"> • Manage major and/or multiple IT programs 	
Minimum education	BS or BA	
Minimum/general experience	PHD and 8 years experience, MS or MA and 12 years experience, or BS or BA and 15 years experience managing substantial military design, development, integration, test, and documentation operations for multiple tasks	

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Susan Germain at 410-266-4179.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency

Date
Date

Contractor

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

<p style="text-align: center;">BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”</p>

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.