

Solicitation Document

Title : **General Purpose Commercial Information
Technology Equipment, Software and Services**

Solicitation Number : **FCIS-JB-980001-B**

Refresh Number : **25**

Created on February 9, 2010

COVER PAGE

1. SOLICITATION REFRESH. This is Refresh 25 of the Information Technology Schedule 70 Solicitation, originally issued on March 28, 1998. The Solicitation Number is still FCIS-JB-980001-B. This Refresh is simply an update to the original Solicitation. The only changes, unless otherwise indicated, are updates to the provisions and clauses from the original solicitation. All amendments have been incorporated into the refreshed solicitation. NOTE: Refreshes Number 5 through Number 8 are Reserved. Be advised that any offers using earlier Refresh versions, received 90 days after the release and publication of Refresh 25 of this Solicitation will be automatically rejected and returned to the Offeror. The Refresh 25 publication/creation date can be found on the previous page.

2. FONT SIZE. Hardcopy responses to this electronically available solicitation, AT A MINIMUM, must be in a font size no smaller than 10 CPI (characters per inch). No handwritten offers will be accepted.

3. EQUAL OFFERING. Sales and Maintenance service must be provided to, at a MINIMUM, the 48 contiguous states, and the District of Columbia, in the same manner as it is offered to commercial customers.

4. CONTRACT PERIOD. Contracts awarded under this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended). Contracts awarded under this Information Technology Solicitation will have variable contract periods; i.e., contracts will be in effect for an initial period of five years from the date of award. There is a possibility to extend the contract for three optional five year periods, for a possible total contract period of 20 years. See I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN).

5. SUBMISSION OF OFFER. Information about this particular solicitation can be obtained from the issuing office address shown herein.

Vendors are HIGHLY encouraged to submit offers through the GSA eOffer system (<http://eoffer.gsa.gov/>). Please note that Digital Certificates are required when using the eOffer system. For assistance, please visit the Vendor Support Center (<http://vsc.gsa.gov/>).

If submitting the offer by postal mail, offers should be submitted in multiple volumes, and in duplicate, to the following address:

GSA/FAS
CENTER FOR IT SCHEDULE PROGRAM
SOLICITATION NO. FCIS-JB-980001-B
ATTN.: BOOCO
2200 CRYSTAL DRIVE
CP #4, ROOM 606
ARLINGTON, VA 22202

Hard/Paper copies must be submitted in multiple volumes. For instructions on segregating your offer, please refer to SCP-FSS-003 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS.

When completing the STANDARD FORM 1449, entitled SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS, offerors must complete block 17a, sign block 30a/30b, and date block 30c. The offeror must return the SF1449 (signed copy), Vendor Response Document (attached), and the required/optional attachments mentioned in the Vendor Response Document. "Conditional Documentation" may be required depending on the specifics/type of the offer. It is NOT necessary to return the solicitation document with the offer.

BY SIGNING AND SUBMITTING THE SF1449, THE OFFEROR HAS READ, UNDERSTANDS, AND AGREES TO THE CONTRACT TERMS AND CONDITIONS OF THE SOLICITATION UNLESS OTHERWISE NOTED WHEN THE OFFER IS SUBMITTED.

6. INCORPORATED BY REFERENCE (IBR). Many of the provisions and clauses cited in this solicitation are incorporated by reference to the appropriate section of the Federal Acquisition Regulation (FAR) or the General Services Administration Acquisition Manual (GSAM). A review of these clauses and provisions will be necessary for you to understand all aspects of the solicitation. The full text of any FAR and GSAM clauses which are incorporated by reference in this solicitation may be found in the electronic file titled "Regulations

Incorporated by Reference", or they can be accessed at the following URLs:

FAR: <https://www.acquisition.gov/far/>

GSAM: <https://www.acquisition.gov/gsam/gsam.html>

Copies of FAR may be purchased from:

Superintendent of Documents

Government Printing Office (GPO)

Washington, DC 20402

7. RECEIPT OF OFFERS/SCHEDULE CONTRACT PERIOD. This standing solicitation will remain in effect until replaced by an updated solicitation. There will be no closing date for receipt of offers. Therefore, offers may be submitted for consideration at any time. See A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION.

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

9. MANDATORY ACCEPTANCE OF CREDIT CARD. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Contractors are encouraged to accept credit cards for orders above the micro-purchase threshold. See GSAR 552.232-77 PAYMENT BY CREDIT CARD, VARIATION.

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

11. COOPERATIVE PURCHASING. Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act to allow for cooperative purchasing. Cooperative Purchasing authorizes State and local government entities to purchase Information Technology (IT) supplies/products and services from the GSA's Schedule 70 and the Consolidated Schedule contracts containing Information Technology (IT) Special Item Numbers (SINs).

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 Final Rule regarding Cooperative Purchasing was issued in the Federal Register on May 18, 2004, and was incorporated via Refresh 14.

When submitting an Offer, please INDICATE IN YOUR COVER LETTER, which Special Item Numbers (SINs) are to include COOPERATIVE PURCHASING.

12. DISASTER RECOVERY. This provides for state and local governments to use GSA's schedules for Disaster Recovery as provided for in Section 833 of the National Defense Authorization Act of Fiscal Year 2007, commonly known as the John Warner National Defense Authorization Act (P.L. 109-364). Specifically, it authorizes the use of Federal Supply Schedules by state and local governments to facilitate recovery from major disaster, terrorism, nuclear, biological, chemical, or radiological attacks. The disaster must be declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et.seq.)

NOTE: If the Offeror chooses to participate in Disaster Recovery (GSAR 552.238-80), the program then applies to ALL SINs listed under the offer. Please respond to the Disaster Recovery option when submitting the Vendor

Response Document.

13. 00CORP - CONSOLIDATED SCHEDULE (Formerly Corporate Contracts Schedule). The Consolidated Schedule adds value by simultaneously reducing administrative costs, shortening lead times and ensuring quality services and related supplies. This Schedule covers a broad spectrum of services for various functional domains, including engineering, information technology, logistics, and management/organizational business improvement services.

This Schedule is a tool for federal agencies to issue task orders to a single company to perform a requirement that includes services falling within the scope of several individual Schedules. If you feel that your company would better benefit from a Consolidated Schedule, please submit your offer under 00CORP - CONSOLIDATED SCHEDULE (Formerly Corporate Contracts Schedule) instead of Schedule 70.

14. DANGER PAY. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions. The Department of State Standardized Regulations (DSSR) provides for additional compensation for service in foreign locations where conditions of environment differ substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive.

Danger Pay and Hardship Post differential rates must be negotiated at the MAS contract level. The Contractor may request these rates upon award or via contract modification any time after award. Applicable SINs under Schedule contracts may include a Danger Pay or Hardship Post differential. If it is included, it is a rate differential. The Ordering Agency Contracting Officer has the authority to determine whether or not it is appropriate for an individual order. For more information on Danger Pay, please see the Department of State's website: <http://www.state.gov>.

15. FOREIGN VENDORS. Offerors from foreign countries are obligated to the same rules and regulations as domestic offerors, however there are some minor differences. The requirements for Foreign Vendors include but are not limited to the items listed below. The list is simply an aid and may not be complete. Additional documentation or certifications may be required by the Contracting Officer at anytime.

Foreign Vendors:

- Must submit a Small Business Plan only if the offeror has physical offices located with the United States.
- Are still obligated to obtain a DUNS #
- Must submit all prices in US Dollars
- Must perform the currency conversion at the time the order is placed
- Be TAA compliant

Please read the entire Solicitation for the full list of requirements for Foreign Vendors.

16. FEDERAL ASSETS SALES. An executive agency may sell personal property (including on behalf of another agency when so requested) only if it is a designated Sales Center (SC), or if the agency has received a waiver from the eFAS Planning Office. An SC may engage contractor support to sell personal property. Only a duly authorized agency official may execute the sale award documents and bind the United States. CITATION: Code of Federal Regulations 41CFR102-38.40.

17. PROPOSED ECONOMIC PRICE ADJUSTMENT (EPA) MECHANISM. EPA is described in detail in Clauses I-FSS-969 and 552.216-70.

18. GSA ADVANTAGE! An electronic information and ordering system, known as GSA Advantage! encompasses all of the products and services under this schedule (I-FSS-597). Contractors are required to display product, service and pricing information on GSA Advantage! within 6 months after the contract award.

19. RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS. 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. Refer to Clause 52.219-28 (JUN 2007).

20. SUBMISSION OF MODIFICATIONS. Vendors are highly encouraged to submit their modifications to CURRENT contracts using the eOffer/eMod system (<http://eoffer.gsa.gov/>). Please note that Digital Certificates

are required when using the eOffer/eMod system. For technical issues or concerns with the eMod system, please send an email to eoffer@gsa.gov or call (866) 472-9114.

If you prefer to send your modification request via email or hardcopy, you must submit your request through the Central Intake Desk (CID):

CID via email: sched70mod@gsa.gov

CID via US Mail:
ATTN: Central Intake Desk
Center for IT Schedule 70 Program
2200 Crystal Drive,
CP#4, Suite 600
Arlington, VA 22202

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. FCIS-JB-980001-B Refresh 25

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP Class 70 PART Not Applicable SECTION Not Applicable

COMMODITY: Information Technology Supplies

FSC CLASS(ES)/PRODUCT CODE(S): 7010

(b) **STANDARD INDUSTRY GROUP:** 70

SERVICE: Information Technology Professional Services

SERVICE CODE(S): D302

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

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

Begin Regulation

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for

the supplies/services covered herein:

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

552.228-70	WORKERS COMPENSATION LAWS (SEP 1999)	Clause
I-FSS-91	SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (OCT 2000)	Clause
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (NOV 2007)	Provision
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (FEB 2009)	Clause

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

52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007) (ALTERNATE I - AUG 2007)	Clause
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)	Provision
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) (ALTERNATE II -- OCT 2001) (Deviation for MAS Solicitations and Contracts (Dec 2009)	Clause
CI-FSS-055	COMMERCIAL SATELLITE COMMUNICATION (COMSATCOM) SERVICES (JAN 2010)	Clause
CI-FSS-056	FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)	Clause

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

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2009)	Provision
CI-FSS-052	AUTHENTICATION OF PRODUCTS AND SERVICES (JAN 2010)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
CI-FSS-152	ADDITIONAL EVALUATION FACTORS (JAN 2010)	Provision
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009) (ALTERNATE II	Clause

52.212-4 -MAY 2009)
 CONTRACT TERMS AND CONDITION--COMMERCIAL ITEMS Clause
 (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB
 2007)

The added SINS in new refresh are listed below

132 54	Commercial Satellite Communications (COMSATCOM) Transponded Capacity -- SUBJECT TO COOPERATIVE PURCHASING	\$0
132 55	Commercial Satellite Communications (COMSATCOM) Subscription Services -- SUBJECT TO COOPERATIVE PURCHASING	\$0

The deleted SINS in new refresh are listed below

Begin Regulation

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

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

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

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

GSA/FAS Building Security Office
 X-Ray Screening Room
 ATTN: IFB/RFP FCIS-JB-980001-B
 Crystal Plaza # 4, Loading Dock
 2200 Crystal Drive
 Arlington, VA 22202

Begin Regulation

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

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

GENERAL SERVICES ADMINISTRATION

Address: GSA/FAS
CENTER FOR IT SCHEDULE PROGRAM
SOLICITATION NO. FCIS-JB-980001-B
ATTN: BOOCO
2200 CRYSTAL DRIVE
CP#4, ROOM 606
ARLINGTON, VA 22202

or

Phone (703)605-2666 or;
(703)605-2700.

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

Begin Regulation

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)

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

Begin Regulation

SCP-FSS-003 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (JAN 2010)

- (a) Read the entire solicitation document prior to preparation of the offer.
- (b) All information provided by the offeror shall be current, concise, and complete. It shall demonstrate a thorough understanding of the requirements of this solicitation. By signing and dating the offer, the offeror attests that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) (1) All offers shall include the following Evaluation Factors. Omission of any section or substantial deficiencies within any Factor may result in rejection of the offer.
 - (i) FACTOR 1. Financial Responsibility Determination
 - (ii) FACTOR 2. Corporate Experience
 - (iii) FACTOR 3. Past Performance
 - (iv) FACTOR 4. Project Experience for SIN 132-51 and SIN 132-60f only (IT and IAM Professional Services only)
 - (v) FACTOR 5: Project Experience for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and SIN 132-55, COMSATCOM Subscription Services
 - (vi) FACTOR 6: Information Assurance Minimum Security Controls Compliance for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and SIN 132-55, COMSATCOM Subscription Services only.

(vii) FACTOR 7. Price Proposal

(2) The evaluation factors will be used to evaluate the merit or excellence of the proposed factors, the work to be performed, service to be provided and for fair and reasonable pricing. Award will be made on a SIN by SIN basis. A rating of unacceptable under any Evaluation Factor may result in an "unacceptable" rating for that SIN and that SIN will be rejected. Offerors determined unacceptable for all proposed SINs will be rejected.

(d) Submit an electronic copy of the proposed pricing via Compact Disc, email or eOffer.

(e) The attached Commercial Sales Practices Format (CSP-1) shall be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP-1 shall be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales.

(f) Offers may be rejected if they do not meet all of the following criteria:

- (1) Submit "Pathway to Success" training certificate.
- (2) Submit a signed and dated Standard Form 1449.
- (3) Submit a completed Vendor Response Document.
- (4) The offeror currently has an up-dated registration in Central Contractor Registry (CCR).
- (5) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.
- (6) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).
- (7) Submit a completed Commercial Sales Practices (CSP-1) Format.
- (8) Submit a complete Small Business Subcontracting Plan (For Large Businesses).
- (9) Submit Labor Category Matrix (For Professional Services only) (See Sample Attachment).
- (10) Submit a proposed Authorized Information Technology Schedule Pricelist General Purpose Commercial Information Technology, Equipment, Software and Services. Guidance for developing the pricelist is attached to the solicitation.
- (11) If other than the manufacturer, submit a Letter of Supply
- (12) Submit a Dealer / Reseller Spreadsheet (For supplies only) (See Sample Attachment)
- (13) Submit course names, brief description, length of course, type of training, location (on or off customer site) and any other pertinent details to the training offered (For SIN 132-50 only)
- (14) If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer's software and/or hardware products (For SIN 132-50 only)

(g) (1) Pursuant to FAR 15.404 -- Price Evaluation -- The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation. Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(2) The offeror shall provide supporting pricing documentation for EACH proposed service and supply/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and shall be included in the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(h) If offering professional services (as defined by 29 CFR 541) (SINs 132-51and/or 132-60f) --

(1) Offeror shall submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

(2) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices shall be explained, including the circumstances surrounding and frequency of the deviations.

Note: Regulation SCP-FSS-003

INSTRUCTIONS FOR SEGREGATION OF OFFERS INTO MULTIPLE VOLUMES

If submitting a hard/paper copy of the offer, the offeror must segregate the contents of the offer into the following THREE Volumes listed below.

If submitting electronically via eOffer/eMod (<http://eoffer.gsa.gov/>), follow the submission guidelines provided on the website.

NOTE: Some contents or documents may not be required for all offers. This list is designed to provide guidance as to which Volume each of the documents should be placed. The list of required/not-required documents and attachments is found within the Vendor Response Document.

Volume I: Contract Data:

Production Point, Copy of ORCA Record, Copy of CCR Record, Organization Structure, Letter of Supply, Proof of Authorization to provide training (SIN 132-50), Subcontracting Plan (Large Business only), Compensation Plan for Professional Employees (SINs 132-51 and 132-60F), SF1449, Vendor Response Document, Financial Statements from last two complete fiscal years (Profit & Loss and Balance Sheet), "Pathway to Success" training certificate

Volume II: Technical Proposal:

Descriptive Literature, Past Performance Evaluation Report (D&B), Training Course Descriptions (SIN 132-50), Labor Category Descriptions (SINs 132-51 and 132-60F), Professional Services Experience (SINs 132-51 and 132-60F)

Volume III: Price Proposal:

Commercial Pricelist, Authorized Dealer(s) Information, Proposed Information Technology Schedule Price List, Commercial Sales Practices Format (CSP) and Discounting Policies, Pricing Support (Invoices SINs 132-51 and 132-60F), Pricing Support (Invoices SINs 132-51 and 132-60F), Dealer Reseller Spreadsheet (ALL Resellers), Labor Category Matrix (SINs 132-51 and 132-60F), Proposed Economic Price Adjustment (EPA) Mechanism and supporting documentation

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Part I - GOODS & SERVICES

NOTE 1: When submitting an Offer, please indicate in your Cover Letter, which Special Item Numbers (SINs) are to include Cooperative Purchasing.

NOTE 2: THE FOLLOWING ARE EXCLUDED FROM THE INFORMATION TECHNOLOGY SCHEDULE:

- i. Radar Equipment (except airborne radar equipment). Offers for radar equipment (other than airborne radar equipment) must be made under Federal Supply Schedule 581. Contract express.desk@gsa.gov or 703-605-9200.
- ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support. Offers which are limited to the electrical equipment cited above should be made under Federal Supply Schedule 56 Building and Building Materials/Industrial Services and Supplies. Contact Ms. Haley Naegele at (817)574-2482.
- iii. Training Courses for products which are outside the scope of this Schedule.
- iv. Diskettes, disk cartridges, disk packs, tape cartridges, tapes, optical disks, toner cartridges, plotter pens, etc. may be offered only in conjunction with the hardware devices which utilize these supply items. Offers which do not include the hardware devices may be made under Federal Supply Schedule 75. Contact the Business Management Division of Office Supplies and Administrative Services Center at (212)264-0868 or smartshop@gsa.gov.
- v. Carrying cases, except one per portable CPU purchase.
- vi. RESERVED.
- vii. Subscription services for databases on magnetic media and/or on optical disk.
- viii. Any products which are not U.S. Made End Products, Designated Country End Products, Caribbean Basin Country End Products, Canadian End Products, or Mexican End Products in accordance with FAR 25.402.
- ix. Any products or services that are not "commercial" as defined in accordance with FAR 52.101.

132 3 --- Leasing of Products - SUBJECT TO COOPERATIVE PURCHASING

Sales: \$44,725,305

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : W070

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

SubSIN Categoric(s):

FSC/PSC Class W058 LEASE-RENT OF COMMUNICATION EQ

- Lease of Products

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

- Lease of Products

132 4 --- Daily/Short Term Rental - SUBJECT TO COOPERATIVE PURCHASING

Daily or Short Term Rental of Information Technology Equipment is from one day to 365 days.

Sales: \$1,139,367

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : W070

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
532420	Office Machinery and Equipment Rental and Leasing	\$25 million

SubSIN Categoric(s):

FSC/PSC Class W058 LEASE-RENT OF COMMUNICATION EQ

- Daily/Short Term Rental

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

- Daily/Short Term Rental

132 8 --- Purchase Of New Equipment - SUBJECT TO COOPERATIVE PURCHASING

Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition input/output (I/O) devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment, and installation of telephone equipment.

NOTE: Vendors offering New Equipment under SIN 132-8 are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).

Sales: \$2,544,532,844

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No
FSC/PSC Code : 7010
Maximum Order : \$500,000

NAICS

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1000 employees
334112	Computer Storage Device Manufacturing	1000 employees
334113	Computer Terminal Manufacturing	1000 employees
334119	Other Computer Peripheral Equipment Manufacturing	1000 employees
334210	Telephone Apparatus Manufacturing	1000 employees
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees
334290	Other Communications Equipment Manufacturing	750 employees
334511	"Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing"	750 employees
443120	Computer and Software Stores	\$9 million

SubSIN Categoric(s):

FSC/PSC Class 5805 TELEPHONE AND TELEGRAPH EQUIPMENT

- Audio and Video Teleconferencing Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Equipment

FSC/PSC Class 5810 COMM SECURITY EQ & COMPS

- Communications Security Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5815 TELETYPE AND FACSIMILE EQUIPMENT

- Facsimile Equipment (FAX)
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5820 RADIO TV EQ EXCEPT AIRBORNE

- Broadcast Band Radio Transmitters/Receivers/Antennas
- Microwave Radio Equipment/Antennas and Waveguides
- Satellite Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Two-Way Radio Transmitters/Receivers/Antennas

FSC/PSC Class 5821 RADIO & TV EQ AIRBORNE

- Airborne Radio Transmitters/Receivers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5825 RADIO NAVIGATION EQ - EXCEPT AIR

- Radio Navigation Equipment/Antennas
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5826 RADIO NAVIGATION EQ AIR

- Airborne Radio Navigation Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5830 INTERCOMM PUBLIC ADDRESS SYS EX AIR

- Pagers and Public Address Systems (wired and wireless transmission,

including background music systems)

FSC/PSC Class 5841 RADAR EQUIPMENT, AIRBORNE

- Radar Equipment, Airborne
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5895 MISC COMMUNICATION EQ

- Miscellaneous Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5995 CABLE CORD WIRE ASSEMBLY - COMM EQ

- Communications Equipment Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6015 FIBER OPTIC CABLES

- Fiber Optic Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6020 FIBER OPTIC CABLE ASSEMBLY & HARNES

- Fiber Optic Cable Assemblies and Harnesses
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6145 WIRE AND CABLE, ELECTRICAL

- Coaxial Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other System Configuration Equipment Not Elsewhere Classified: Provide specific information.
- Professional Workstations
- Servers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7025 ADP INPUT/OUTPUT & STORAGE DEVICES

- Displays
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Optical Recognition Input/Output Devices
- Other Communications Equipment
- Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information.
- Printers
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

FSC/PSC Class 7035 ADP SUPPORT EQUIPMENT

- ADP Support Equipment

- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7042 MINI & MICRO COMPUTER CONT DEVICES

- Microcomputer Control Devices
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Answering and Voice Messaging Systems

FSC/PSC Class 7050 ADP COMPONENTS

- ADP Boards
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class N058 INSTALL OF COMMUNICATION EQ

- Deinstallation for equipment offerered under SIN 132-8
- Installation for equipment offerered under SIN 132-8
- Reinstallation for equipment offerered under SIN 132-8

FSC/PSC Class N070 INSTALL OF ADP EQ & SUPPLIES

- Deinstallation for equipment offered under SIN 132-8
- Installation for equipment offered under SIN 132-8
- Reinstallation for equipment offered under SIN 132-8

Installation MUST be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and CANNOT be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

132 9 --- Purchase of Used or Refurbished Equipment - SUBJECT TO COOPERATIVE PURCHASING

Includes the following used or refurbished equipment: telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition input/output (I/O) devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of used or refurbished ADP equipment, and installation of used or refurbished telephone equipment.

NOTE: Vendors offering Used or Refurbished Equipment under SIN 132-9 are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at minimum, the 48 contiguous states and the District of Columbia).

Used or Refurbished equipment offered under SIN 132-9 must be clearly identified as being used or refurbished in GSA Pricelist pricing charts, GSA Advantage product descriptions, and in any response to a customer Request for Quote (RFQ) or request for information (RFI).

A Letter of Supply is not required to be submitted for Used or Refurbished equipment offered under SIN 132-9.

Sales: \$1,440,865

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : 7010

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1000 employees
334112	Computer Storage Device Manufacturing	1000 employees
334113	Computer Terminal Manufacturing	1000 employees
334119	Other Computer Peripheral Equipment Manufacturing	1000 employees
334210	Telephone Apparatus Manufacturing	1000 employees
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750 employees
334290	Other Communications Equipment Manufacturing	750 employees
334511	"Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing"	750 employees
443120	Computer and Software Stores	\$9 million

SubSIN Categoric(s):

FSC/PSC Class 5805 TELEPHONE AND TELEGRAPH EQUIPMENT

- Audio and Video Teleconferencing Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Equipment

FSC/PSC Class 5810 COMM SECURITY EQ & COMPS

- Communications Security Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5815 TELETYPE AND FACSIMILE EQUIPMENT

- Facsimile Equipment (FAX)
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5820 RADIO TV EQ EXCEPT AIRBORNE

- Broadcast Band Radio Transmitters/Receivers/Antennas
- Microwave Radio Equipment/Antennas and Waveguides
- Satellite Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Two-Way Radio Transmitters/Receivers/Antennas

FSC/PSC Class 5821 RADIO & TV EQ AIRBORNE

- Airborne Radio Transmitters/Receivers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5825 RADIO NAVIGATION EQ - EXCEPT AIR

- Radio Navigation Equipment/Antennas
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5826 RADIO NAVIGATION EQ AIR

- Airborne Radio Navigation Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5830 INTERCOMM PUBLIC ADDRESS SYS EX AIR

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

FSC/PSC Class 5841 RADAR EQUIPMENT, AIRBORNE

- Radar Equipment, Airborne
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5895 MISC COMMUNICATION EQ

- Miscellaneous Communications Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 5995 CABLE CORD WIRE ASSEMBLY - COMM EQ

- Communications Equipment Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6015 FIBER OPTIC CABLES

- Fiber Optic Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6020 FIBER OPTIC CABLE ASSEMBLY & HARNES

- Fiber Optic Cable Assemblies and Harnesses
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 6145 WIRE AND CABLE, ELECTRICAL

- Coaxial Cables
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other System Configuration Equipment Not Elsewhere Classified: Provide specific information.
- Professional Workstations
- Servers
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7025 ADP INPUT/OUTPUT & STORAGE DEVICES

- Displays
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Optical Recognition Input/Output Devices
- Other Communications Equipment
- Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information.
- Printers

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

FSC/PSC Class 7035 ADP SUPPORT EQUIPMENT

- ADP Support Equipment
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class 7042 MINI & MICRO COMPUTER CONT DEVICES

- Microcomputer Control Devices
- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Telephone Answering and Voice Messaging Systems

FSC/PSC Class 7050 ADP COMPONENTS

- ADP Boards
- Special Physical, Visual, Speech, and Hearing Aid Equipment

FSC/PSC Class N058 INSTALL OF COMMUNICATION EQ

- Deinstallation for equipment offerered under SIN 132-9
- Installation for equipment offerered under SIN 132-9
- Reinstallation for equipment offerered under SIN 132-9

FSC/PSC Class N070 INSTALL OF ADP EQ & SUPPLIES

- Deinstallation for equipment offered under SIN 132-9
- Installation for equipment offered under SIN 132-9
- Reinstallation for equipment offered under SIN 132-9

Installation MUST be incidental to, in conjunction with and in direct support of the products sold under SIN 132-9 of this contract and CANNOT be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

132 12 --- Equipment Maintenance - SUBJECT TO COOPERATIVE PURCHASING

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment.

Sales: \$524,350,509

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : J070

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
811212	Computer and Office Machine Repair and Maintenance	\$25 million
811219	Other Electronic and Precision Equipment Repair and Maintenance	\$7 million

SubSIN Categoric(s):

FSC/PSC Class J058 MAINT-REP OF COMMUNICATION EQ

- Maintenance
- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance

FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES

- Maintenance
- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance

132 32 --- Term Software License - SUBJECT TO COOPERATIVE PURCHASING

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance.

Software Maintenance as a product is billed at the time of purchase.

NOTE: The word "Term" is defined in this Solicitation as "a limited period of time".

Sales: \$216,903,556

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : 7030

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
443120	Computer and Software Stores	\$9 million
511210	Software Publishers	\$25 million
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

FSC/PSC Class 7030 ADP SOFTWARE

- Ancillary Financial Systems Software
- Application Software

- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information
- Utility Software

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES

- Maintenance of Software

132 33 --- Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING

Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance as a Service.

Software Maintenance as a product is billed at the time of purchase.

NOTE: The word "Perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid fo all time".

Sales: \$1,903,317,775

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : 7030

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
443120	Computer and Software Stores	\$9 million
511210	Software Publishers	\$25 million
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

FSC/PSC Class 7030 ADP SOFTWARE

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Mangement Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

Contractors are encouraged to offer SIN 132-34: Maintenance of Software as a Service in conjunction with SIN 132-32 Term Software Licenses and/or SIN 132-33 Perpetual Software Licenses.

FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES

- Maintenance of Software

132 34 --- Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Sales: \$1,157,979,369

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : J070

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
511210	Software Publishers	\$25 million
541511	Custom Computer Programming Services	\$25 million
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES
 • Maintenance of Software

132 50 --- Training Courses - SUBJECT TO COOPERATIVE PURCHASING

Includes training.

Sales: \$113,020,170
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : U012
Maximum Order : \$25,000

NAICS

Number	Description	Business Size
611420	Computer Training	\$7 million

SubSIN Categorie(s):

FSC/PSC Class U012 INFORMATION TRAINING
 • Training Courses for Information Technology Equipment and Software

132 51 --- Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING

Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.

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.

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.

3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of, and in conjunction with the purchase of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Sales: \$8,054,512,524
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : D399

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
541511	Custom Computer Programming Services	\$25 million
541512	Computer Systems Design Services	\$25 million
541513	Computer Facilities Management Services	\$25 million
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

FSC/PSC Class D301 ADP FACILITY MANAGEMENT

- Facility Management

FSC/PSC Class D302 ADP SYSTEMS DEVELOPMENT SERVICES

- Systems Development Services

FSC/PSC Class D306 ADP SYSTEMS ANALYSIS SERVICES

- Systems Analysis Services

FSC/PSC Class D307 AUTOMATED INFORMATION SYSTEM SVCS

- Automated Information Systems Services

FSC/PSC Class D308 PROGRAMMING SERVICES

- Programming Services

FSC/PSC Class D310 ADP BACKUP AND SECURITY SERVICES

- Backup and Security Services

FSC/PSC Class D311 ADP DATA CONVERSION SERVICES

- Data Conversion Services

FSC/PSC Class D313 COMPUTER AIDED DESGN/MFG SVCS

- Computer Aided Design Services
- Computer Aided Manufacturing Services

FSC/PSC Class D316 TELECOMMUNICATION NETWORK MGMT SVCS

- IT Network Management Services

FSC/PSC Class D317 AUTO NEWS, DATA & OTHER SVCS

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Creation/Retrival of IT Related Automated News Services

FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS

- Other Information Technology Services, Not Elsewhere Classified

132 51IRABPA ---

NOTE: SIN 132 51IRABPA DOES NOT APPLY TO THIS SOLICITATION.

Sales: \$0
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: No
Set Aside: No
FSC/PSC Code : D399
Maximum Order : \$0

NAICS

Number	Description	Business Size
541511	Custom Computer Programming Services	\$25 million

132 52 --- Electronic Commerce Services - SUBJECT TO COOPERATIVE PURCHASING

Includes value added network services, e-mail services, Internet access services, and other data transmission services.

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

The following 2002 NAICS codes have been updated to reflect the corresponding 2007

NAICS codes:

- 516110 to 519130
- 517310 to 517911
- 517910 to 517919
- 518111 to 517919
- 518112 to 519130

Sales: \$156,873,912
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : D304
Maximum Order : \$500,000

NAICS

Number	Description	Business Size
454112	Electronic Auctions	\$25 million
517110	Wired Telecommunications Carriers	1500 employees
517911	Telecommunications Resellers	1500 employees
517919	All Other Telecommunications	\$25 million
518210	"Data Processing, Hosting, and Related Services"	\$25 million
519130	Internet Publishing and Broadcasting and Web Search Portals	500 employees
541519	Other Computer Related Services	\$25 million

SubSIN Category(s):

FSC/PSC Class D304 ADP SVCS/TELECOMM & TRANSMISSION

- E-Mail Services
- Internet Access Services
- Navigation Services
- Value Added Network Services (VANS)

FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS

- Other Data Transmission Services, Not elsewhere classified

132 53 --- Wireless Services - SUBJECT TO COOPERATIVE PURCHASING

Wireless Services, including but not limited to Wireless Telecommunications Carriers and Telecommunication Resellers.

NOTE: The following 2002 NAICS codes have been updated to reflect the corresponding 2007 NAICS codes:

- 517211 to 517210
- 517212 to 517210
- 517310 to 517911
- 517910 to 517919

Sales: \$396,340,612

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D304

Maximum Order : \$500,000

NAICS

Number	Description	Business Size
517210	Wireless Telecommunications Carriers (except Satellite)	1500 employees
517911	Telecommunications Resellers	1500 employees
517919	All Other Telecommunications	\$25 million
541519	Other Computer Related Services	\$25 million

SubSIN Category(s):

FSC/PSC Class D304 ADP SVCS/TELECOMM & TRANSMISSION

- Cellular/PCS Voice Services
- Paging Services

132 54 --- Commercial Satellite Communications (COMSATCOM) Transponded Capacity -- SUBJECT TO COOPERATIVE PURCHASING

Includes owning/operating or reselling dedicated bandwidth and power on a communications satellite in any available COMSATCOM frequency band, including, but not limited to, L-, S-, C-, X-, Ku-, extended Ku-, Ka-, and UHF. COMSATCOM Transponded Capacity refers to satellite bandwidth and power only. Such services allow customer-proposed waveforms, and industry approved solutions to apply leased bandwidth to meet individual requirements as needed. COMSATCOM Transponded Capacity includes all services necessary to allow the customer to use the transponded capacity, including: limited engineering (e.g., development of link budgets, transmission plans); basic customer training (e.g., acquiring satellite signal, peak and polarization); core management and control of the transponded capacity; and required approvals (e.g., frequency clearances, landing rights). Host Nation Agreements (HNAs) will be priced separately when required. COMSATCOM Transponded Capacity requirements range from small fractions of a single transponder within a single coverage area to multiple transponders on multiple satellites with worldwide coverage for short durations measured in hours or days to long durations measured in years.

NOTE: Equipment is available for purchase under SIN 132-8 or 132-9 or for lease under SIN

132-3 or short term rental under 132-4.

Sales: \$0
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : D304
Maximum Order : \$500,000

NAICS

Number	Description	Business Size
517410	Satellite Telecommunications	\$15 million

**132 55 --- Commercial Satellite Communications (COMSATCOM)
 Subscription Services -- SUBJECT TO COOPERATIVE PURCHASING**

Includes COMSATCOM Subscription Services consisting of pre-existing, pre-engineered Fixed Satellite Service and/or Mobile Satellite Service solutions, typically including shared or dedicated satellite resources, ancillary terrestrial components, and Contractor specified networks and equipment, in any available COMSATCOM frequency band, including, but not limited to, L-, S-, C-, X-, Ku-, extended Ku, Ka-, and UHF. Subscription Services utilize Contractor-determined waveforms and are billed on a per-use basis (e.g., dollars per minute, dollars per megabyte, dollars per month). Subscription service rates include the network management, monitoring, engineering, integration, and operations required to deliver the services. Equipment may be included as part of the Subscription Services. Subscription Services also include leasing dedicated channels using the service provider s waveform and technology, with guaranteed capacity and Quality of Service (QoS). Subscription Services also includes on demand/occasional use solutions. Contractors holding Subscription Services contracts shall furnish the necessary airtime, materials, personnel, facilities, engineering, and miscellaneous services to provide commercial Mobile Satellite Service and/or Fixed Satellite Service managed services throughout the world. The COMSATCOM Subscription Services offered include but are not limited to: satellite-based Internet, voice, data, and video services; Emergency Response/Disaster Recovery voice and data networks; worldwide digital transmission to connect mobile terminals to terrestrial networks; connectivity to the Internet via satellite, whereby satellite communications service is delivered through portable satellite IP modems; and other pre-existing, pre-engineered Fixed Satellite Services, Mobile Satellite Services, or hybrid Fixed Satellite Services /Mobile Satellite Services solutions. Subscription Services requirements range from less than five points of presence each with less than five simultaneous user accesses within a single coverage area to hundreds of points of presence with tens of simultaneous user accesses with worldwide coverage for short durations measured in hours or days to long durations measured in years.

NOTE: Equipment is available for purchase under SIN 132-8 or 132-9 or for lease under SIN 132-3 or short term rental under 132-4.

Sales: \$0
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : D304
Maximum Order : \$500,000

NAICS

Number	Description	Business Size
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517410	Satellite Telecommunications	\$15 million
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132 60A --- Electronic Credentials, Not Identity Proofed (Assurance Level 1 - OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING

Includes managed service offerings that allow customer agencies to interface applications to the hosted service to act as its identity authentication agent and validate application users or subscribers as they attempt to log in to the agency application. This service offering does not include the requirement to know the true identity of the user. Agencies will rely on the authentication service in granting account access to the user. Offerings must include policy-compliant agency setup, testing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.

Technical evaluation criteria are:

- Successful completion of Level 1 Credential Assessment Include Assessment Report
- Successful completion of applicable interoperability testing Include Test Report
- Compliance with guidance in NIST SP 800-63, OMB Memorandum 04-04 and the Credential Assessment Framework

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84

Sales: \$47,656

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	\$25 million

SubSIN Category(s):

FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS

- Identity Authentication Agents and Application User Validation

132 60B --- Electronic Credentials, Identity Proofed (Assurance Level 2 OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING

Includes managed service offerings that allow customer agencies to interface applications to the hosted service to act as its identity authentication agent and validate application users or subscribers as they attempt to log in to the agency application. This service offering includes the requirement to know the true identity of the user. Agencies will rely on the authentication service in granting account access to the user. Offerings must include policy-compliant agency setup, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.

Technical evaluation criteria are:

- Successful completion of Level 2 Credential Assessment Include

- Assessment report
- Successful completion of applicable interoperability testing Include Test Report
- Compliance with guidance in NIST SP 800-63, OMB Memorandum 04-04 and the Credential Assessment Framework

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84

Sales: \$0
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : D399
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	\$25 million

SubSIN Category(s):

FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS
 • Identity Authentication Agents and Application User Validation

132 60C --- Digital Certificates, including ACES (Assurance Level 3 and 4 OMB M-04-04) - SUBJECT TO COOPERATIVE PURCHASING

Managed services that include the issuance of digital certificates for use by customers to access government online systems. This service offering includes the requirement to know the true identity of the user. Agencies will rely on the validation by the Certification Authority (CA) as proof of certificate validity and grant access to the user. Offerings must include policy compliant ID proofing, Credential issuance, continued account management, revocation, and certificate validation as part of the basic service.

Technical evaluation criteria are:

- Successful completion of Level 3 and 4 Credential Assessment Include Assessment report
- ACES Security Certification and Accreditation (C&A) as a condition of obtaining and retaining approval to operate as a Certification Authority (CA) under the ACES Certificate policy and the GSA ACES Program. Include Authorization to Operate (ATO) letter.
- Common criteria for other Certification Authorities cross certified by the Federal Bridge
- Compliance with guidance in NIST SP 800-63, OMB Memorandum 04-04 and the Credential Assessment Framework

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84

Sales: \$18,102
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No

FSC/PSC Code : D399
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

- FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS
- Encryption Certificates
 - Signature Certificates

132 60D --- E-authentication Hardware Tokens - SUBJECT TO COOPERATIVE PURCHASING

An optional hardware token for generation of ACES key pairs and storage of the private key.

Offerings must be:

- Listed on GSA s FIPS 201 Approved Products List.
- Crypto Modules must be FIPS 140-2 validated.

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84

Sales: \$0
Sales Period: Oct 1, 2008 to Sep 30, 2009
Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : D399
Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

- FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS
- Hardware Tokens - An optional hardware token for generation of key pairs and storage of the private key

132 60E --- Remote Identity and Access Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING

Managed services that allow agencies to interface to the hosted service that is aggregating multiple identity sources into a single interface, and to use policy compliant sources to validate application users or subscribers as they attempt to log in to agency applications. This service offering includes the requirement to know the claimed identity of the user. Agencies will rely on the output in granting account access to the user. Offerings must include precursor services such as bulk load, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Also includes translation and validation services, and partial services such as 3rd-party identity proofing or secure hosting.

Technical evaluation criteria are:

- Demonstrated compliance with NIST SP 800-63, as applicable to the

technologies being utilized by the offeror.

- Compliance with published E-Authentication architecture, verified by a clearance letter from GSA s Office of Governmentwide Policy.
- Compliance with OMB M-04-04.

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84

Sales: \$0

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS

- Multiple Identity Source Aggregation and Application User Validation

132 60F --- Identity and Access Management Professional Services - SUBJECT TO COOPERATIVE PURCHASING

Supports planning, risk assessment, deployment, implementation and integration services for customer agency applications, including operations and customer service, for both certificate-based and non-certificate-based applications.

Technical evaluation criteria are:

- Documented experience with deployment of policy-compliant Identity and Access Management projects in government agencies. This includes IAM technologies and standards, including Security Assertion Markup Language (SAML), Public Key Infrastructure (PKI) and the WS-Federation specification. Offerors should describe in detail their competencies when proposing under this SIN.
- Offerors must describe their involvement in at least 2 prior federal government application deployment projects for public-facing IT systems.

NOTE: Integrated access control systems including planning, design, installation, monitoring and service, as well as products are found on Schedule 84

Sales: \$0

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

- FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS
- Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities' applications

132 61 --- Public Key Infrastructure (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.

NOTE: Federal agencies are advised that any authentication products they procure in order to facilitate access to Federal resources by external partners must meet the requirements of the E-Authentication Guidance for Federal Agencies for the level of assurance identified for the identified Federal resources.

Sales: \$133,192

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
443120	Computer and Software Stores	\$9 million
541519	Other Computer Related Services	\$25 million

SubSIN Categoric(s):

- FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS
- Digital Signature Certificates
 - Key Management (Encryption) Certificates
 - Personal Identity Verification Authentication Certificates
 - Public Key Infrastructure (PKI) Professional Services
 - Shared Services Providers
 - Smart Card Authentication Certificates

X.509 Digital Certificate Products and accompanying PKI Services for internal use in Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

NOTE TO FEDERAL AGENCIES: 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 contractors (including contractor employees) 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 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 identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.

The Federal Government has established the PKI Shared Service Provider Program to insure that Digital Certificate Service Providers are compliant with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. Digital certificate service providers whose services are deemed to be compliant will be eligible to participate in this program. Federal agencies are advised that they may only procure X.509 digital certificates and services for internal use that meet the requirements established in FIPS 201.

132 62 --- Products and services for agencies to implement the requirements of HSPD-12, FIP S-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:

HSPD-12, Approved Products List- Products and Service Components (FPDS D399): SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201. These products and services are required to be on the APL, and have been evaluated and approved under the GSA FIPS 201 Evaluation Program. The Approved Products List can be accessed at www.fips201ep.cio.gov/apl.php. All items must be identified and uploaded into GSA Advantage! using the specific hardware version, software version, and firmware version.

- Card Reader - Authentication Key
- Card Reader - Biometric
- Card Reader - CHUID (Contact)
- Card Reader - CHUID (Contactless)
- Card Reader - CHUID Authentication Reader (Contact)
- Card Reader - CHUID Authentication Reader (Contactless)
- Card Reader - Transparent
- Cryptographic Module
- Electromagnetically Opaque Sleeve
- Electronic Personalization (Product)
- Electronic Personalization (Service)
- Facial Image Capturing (Middleware)
- Facial Image Capturing Camera
- Fingerprint Capture Station
- OCSP Responder
- PIV Card
- PIV Card Delivery
- Graphical Personalization Service
- Card Printer Station
- PIV Middleware
- Single Fingerprint Capture Device
- Template Generator
- Template Matcher

NOTE: HSPD-12 Product and Service components facilitates trusted physical and electronic access to government facilities and networks using smart card technology. Personal Identity

Verification (PIV) Credentials and Services are a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

Sales: \$48,743,823

Sales Period: Oct 1, 2008 to Sep 30, 2009

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$1,000,000

NAICS

Number	Description	Business Size
443120	Computer and Software Stores	\$9 million
541519	Other Computer Related Services	\$25 million

SubSIN Category(s):

FSC/PSC Class D399 OTHER ADP & TELECOMMUNICATIONS SVCS

- Approved FIPS-201 Compliant Products
- Approved FIPS-201 Compliant Services
- Card Delivery Services
- Card Printer Stations
- Cryptographic Module
- Electromagnetically Opaque Sleeve
- Electronic Personalization
- Facial Image Capturing (Middleware)
- Facial Image Capturing Camera
- Fingerprint Capture Station
- Graphical Printing/Card Printer
- OCSP Responder
- PIV Card
- PIV Card Activation and Finalization Products
- PIV Card Activation and Finalization Services
- PIV Card Management and Production Products
- PIV Card Management and Production Services
- PIV Card Reader - Biometric
- PIV Card Reader - CHUID (Contact)
- PIV Card Reader - CHUID (Contactless)
- PIV Card Reader - Transparent
- PIV Enrollment and Registration, Products
- PIV Enrollment and Registration, Services
- PIV Infrastructure Products
- PIV Infrastructure Services
- PIV Integration Products and Services
- PIV Logical Access Control Products
- PIV Middleware
- PIV Physical Access Control Products
- Single Fingerprint Capture Device
- Template Generator
- Template Matcher

NOTE: Homeland Security Presidential Directive 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 contractors (including contractor employees) 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 Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated Special Publications 800-73, 800-76, 800-78, and 800-79.

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 070 are listed below

132 3	Leasing of Products - SUBJECT TO COOPERATIVE PURCHASING	\$44,725,305
132 4	Daily/Short Term Rental - SUBJECT TO COOPERATIVE PURCHASING	\$1,139,367
132 8	Purchase Of New Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$2,544,532,844
132 9	Purchase of Used or Refurbished Equipment - SUBJECT TO COOPERATIVE PURCHASING	\$1,440,865
132 12	Equipment Maintenance - SUBJECT TO COOPERATIVE PURCHASING	\$524,350,509
132 32	Term Software License - SUBJECT TO COOPERATIVE PURCHASING	\$216,903,556
132 33	Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING	\$1,903,317,775
132 34	Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING	\$1,157,979,369
132 50	Training Courses - SUBJECT TO COOPERATIVE PURCHASING	\$113,020,170
132 51	Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING	\$8,054,512,524
132 51IRABPA		\$0
132 52	Electronic Commerce Services - SUBJECT TO COOPERATIVE PURCHASING	\$156,873,912
132 53	Wireless Services - SUBJECT TO COOPERATIVE PURCHASING	\$396,340,612

132 54	Commercial Satellite Communications (COMSATCOM) Transponded Capacity -- SUBJECT TO COOPERATIVE PURCHASING	\$0
132 55	Commercial Satellite Communications (COMSATCOM) Subscription Services -- SUBJECT TO COOPERATIVE PURCHASING	\$0
132 60A	Electronic Credentials, Not Identity Proofed (Assurance Level 1 - OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING	\$47,656
132 60B	Electronic Credentials, Identity Proofed (Assurance Level 2 OMB M-04-04) Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING	\$0
132 60C	Digital Certificates, including ACES (Assurance Level 3 and 4 OMB M-04-04) - SUBJECT TO COOPERATIVE PURCHASING	\$18,102
132 60D	E-authentication Hardware Tokens - SUBJECT TO COOPERATIVE PURCHASING	\$0
132 60E	Remote Identity and Access Managed Service Offering - SUBJECT TO COOPERATIVE PURCHASING	\$0
132 60F	Identity and Access Management Professional Services - SUBJECT TO COOPERATIVE PURCHASING	\$0
132 61	Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program	\$133,192
132 62	Products and services for agencies to implement the requirements of HSPD-12, FIP S-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:	\$48,743,823



Part II - CONTRACT TERMS AND CONDITIONS

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2009) (ALTERNATE II – MAY 2009)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[.] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (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: [Contracting Officer check as appropriate.]

52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)	Clause
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	Clause
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE	Clause

	VETERANS (SEP 2006)	
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)	Clause

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

52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (NOV 2007)	Clause
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)	Clause

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

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

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

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

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

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

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

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

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(C) 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.

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(F) 52.222–36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(G) 52.222–39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(H) 52.222–41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 2.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222–53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

Begin Regulation

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)
(ALTERNATE II – OCT 2001) (DEVIATION FOR MAS
SOLICITATIONS AND CONTRACTS – DEC 2009)**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit GSA semi-annual reports so that GSA can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small

business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting quarterly SSR for GSA only in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. At the end of the reporting period, the SSR report for all federal agencies shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) **ISR.** This report is not required for commercial plans. The report is required for each GSA contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The GSA report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) **SSR.**

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of

each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year.

(B) The GSA report shall be submitted semi-annually. The report that includes all agencies shall be submitted, within thirty days after the end of the Government’s fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR	Clause

	PERSONNEL (SEP 2007)	
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007)	Clause
52.212-4	CONTRACT TERMS AND CONDITION--COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007)	Clause
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALTERNATE IV - OCT 1997)	Clause
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATION II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (JUN 1996) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY	Clause

	2003)	
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES--COOPERATIVE PURCHASING (MAY 2004)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
F-FSS-202-F	DELIVERY PRICES (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

Begin Regulation

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

(a) *Definitions.*

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

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

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

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

(b) *Rated Order Requirement.*

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

(c) *Additional information.*

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

Begin Regulation

**552.211-75 PRESERVATION, PACKAGING, AND PACKING
 (FEB 1996) (ALTERNATE I — MAY 2003)**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

Begin Regulation

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I — MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

Begin Regulation

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME

132-3 132-4	30	_____
132-8 132-9 132-32 132-33	30	_____
132-54 132-55	15	_____

(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 Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

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

_____ **Begin Regulation** _____

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

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:

552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-78	PAYMENT INFORMATION (JUL 2000)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause

Begin Regulation

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

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

552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)	Clause
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

Begin Regulation

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

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed (10%) ten percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases.

The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

552.216-72 Placement of orders (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-Alternate I, 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-Alternate I, 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

Begin Regulation

552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that 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 payments 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.

Begin Regulation

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

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

Begin Regulation

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (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) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

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

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

Begin Regulation

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

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

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

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

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to

the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

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

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

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

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

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

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

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

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

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

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

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

Begin Regulation

**552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE)
(JUL 2000) (ALTERNATE I—SEP 1999)**

(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 the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.

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

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

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

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

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

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

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

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

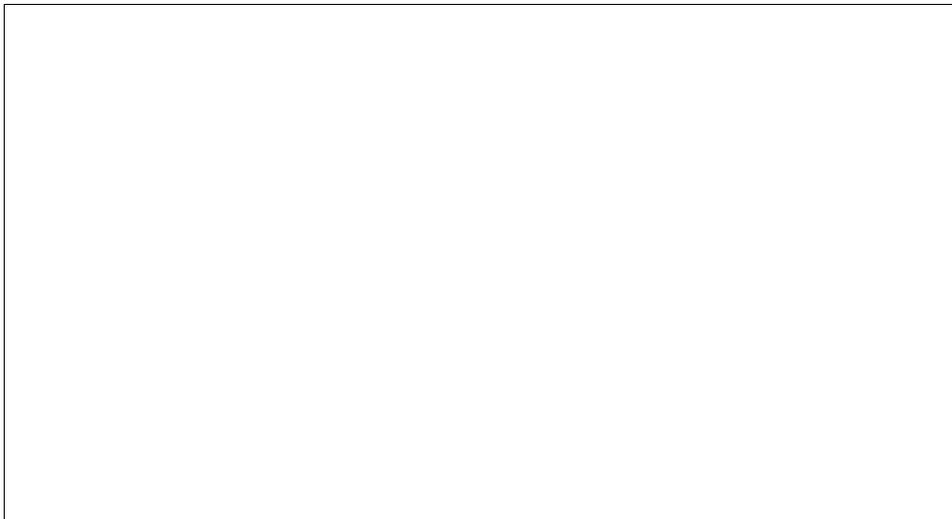
(e) Amendments to Paper Federal Supply Schedule Price Lists.

(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 calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

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



Begin Regulation

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

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

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

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

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

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

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

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

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

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

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

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

Begin Regulation

C-FSS-427 ANSI STANDARDS (JUL 1991)

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

Begin Regulation

CI-FSS-002 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996)

Offerors are requested to submit a signed original and 2 copies of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar

documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

Begin Regulation

CI-FSS-052 AUTHENTICATION PRODUCTS AND SERVICES (JAN 2010)

(a) General Background.

(1) The General Services Administration (GSA) originally established the Access Certificates for Electronic Services (ACES) Program to provide digital certificates and PKI services for enabling e-Government applications that require logical access control, digital signature and/or electronic authentication. The ACES Program provided for the issuance of electronic credentials to individuals and entities external to the Federal Government. The Federal PKI Policy Authority approved the policies and requirements of the ACES Program to satisfy the Federal requirements for cross-certification with the Federal Bridge Certification Authority (FBCA) and participation in the Federal e-Authentication initiative. The term "Identity and Access Management" (IAM) is now being used to clearly define the kinds of services that meet the requirements for service providers and products that support FISMA-compliant IAM systems deployed by federal agencies. In addition, many states have adopted corresponding standards for IAM.

(2) 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://www.idmanagement.gov>) 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 has established Special Item Numbers (SINs) pertaining to Authentication Products and Services, including Electronic Credentials, Digital Certificates, e-Authentication, Identify and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) Qualification Information.

(1) All Authentication Products and Services 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>.

(2) 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 the HSPD-12 Product and Services Components SIN, under the category "Approved FIPS 201-Compliant Products and services".

(d) Qualification Requirements.

(1) Offerors proposing Authentication products and services under the established Special Item Numbers (SINs) are required to provide the following:

(i) 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 Authentication Products and Services offerings at the same time as the 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).

(ii) After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.

(iii) (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.

(2) Immediately prior to making an award, Contracting Officers MUST consult the following website to ensure that the supplies and/or services recommended for award under any Authentication Products and Services SINs are in compliance with the latest APL qualification standards: www.idmanagement.gov. A dated copy of the applicable page should be made and included with award documents.

(e) Demonstrating Conformance.

(1) 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:

(i) For Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;

(ii) For HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;

(iii) 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. Technical, APMO, FIPS 201 and HSPD-12 Points of Contacts can be found below, or in an additional attachment to the Solicitation.

See Attachment

Begin Regulation

**CI-FSS-055 COMMERCIAL SATELLITE COMMUNICATION
(COMSATCOM) SERVICES (JAN 2010)**

(a) General Background.

Special Item Numbers (SINs) have been established for Commercial Satellite Communications (COMSATCOM) services, focused on transponder capacity (SIN 132-54) and fixed and mobile subscription services (SIN 132-55), to make available common COMSATCOM services to all Ordering Activities.

(b) Information Assurance.

(1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

(i) The Committee on National Security Systems Policy (CNSSP) 12, "National Information Assurance Policy for Space Systems used to Support National Security Missions," or

(ii) Department of Defense Directive (DoDD) 8581.1, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense."

(2) The Contractor shall demonstrate the ability to comply with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." In response to Ordering Activity requirements, at a minimum, all services shall meet the requirements assigned against:

(i) A low-impact information system (per FIPS 200) that is described in the current revision of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, "Recommended Security Controls for Federal Information Systems and Organizations," or

(ii) A Mission Assurance Category (MAC) III system that is described in the current revision of DoD Instruction (DoDI) 8500.2, "Information Assurance Implementation."

(3) The Contractor's information assurance boundary is where the Contractor's services connect to the user terminals/equipment (i.e., includes satellite command encryption (ground and space); systems used in the Satellite Operations Centers (SOCs), Network Operations Centers (NOCs) and teleport; and terrestrial infrastructure required for service delivery).

(c) Delivery Schedule.

The Contractor shall deliver COMSATCOM services in accordance with 552.211-78.

(d) Portability.

The Contractor shall have the capability to redeploy COMSATCOM services, subject to availability. Portability shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the Contractor.

(e) Flexibility/Optimization.

The Contractor shall have the capability to re-groom resources for spectral, operational, or price efficiencies. Flexibility/optimization shall be provided within the COMSATCOM Contractor's resources at any time as requested by the Ordering Activity. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the contractor. The Contractor is encouraged to submit re-grooming approaches for Ordering Activity consideration that may increase efficiencies for existing COMSATCOM services.

(f) Net Ready (Interoperability).

COMSATCOM services shall be consistent with commercial standards and practices. Services shall have the capability to access and/or interoperate with Government or other Commercial teleports/gateways and provide enterprise service access to or among networks or enclaves. Interfaces may be identified as interoperable on the basis of participation in a sponsored interoperability program.

(g) Network Monitoring (Net OPS).

The Contractor shall have the capability to electronically collect and deliver near real-time monitoring, fault/incident/outage reporting, and information access to ensure effective and efficient operations, performance, and availability, consistent with commercial practices. Consistent with the Contractor's standard management practices, the Net Ops information will be provided on a frequency (example: every 6 hours, daily) and format (example: SNMP, XML) as defined in a requirement to a location/entity/electronic interface defined by the Ordering Activity. Specific reporting requirements will be defined by the Ordering Activity.

(h) EMI/RFI Identification, Characterization, and Geo-location.

The Contractor shall have the capability to collect and electronically report in near real-time Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, including the ability to identify and characterize sub-carrier EMI/RFI being transmitted underneath an authorized carrier, and the ability to geo-locate the source of any and all EMI/RFI. The Contractor shall establish and use with the Ordering Activity a mutually agreed upon media and voice communications capability capable of protecting "Sensitive, but Unclassified" data.

(i) Security.

(1) The contractor may be required to obtain/possess varying levels of personnel and facility security clearances up to U.S. Government TOP SECRET/Sensitive Compartmented Information (TS/SCI) or equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally.

(2) For incident resolution involving classified matters, the Contractor shall provide appropriately cleared staff who can affect COMSATCOM services operations (example: satellite payload operations, network operations). The Contractor shall provide a minimum of one operations staff member AND a minimum of one person with the authority to commit the company if resolution requires business impacting decisions (example: Chief Executive Officer, Chief Operations Officer, etc.).

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable

physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

(4) For classified operations security (OPSEC), the Contractor shall ensure that all personnel in direct contact with classified OPSEC indicators (example: the unit, location, and time of operations) have U.S. SECRET or higher personnel security clearances, or, as appropriate, equivalent clearances assigned by the National Security Authority of a NATO Member State or Major Non-NATO Ally, in accordance with applicable security directives and guidelines.

(5) For classified requirements, cleared satellite operator staff must have access to secure voice communications for emergency purposes. Communications security equipment certified by the National Security Agency (NSA) to secure unclassified and up to and including SECRET communication transmissions at all operations centers is preferred. If a Contractor is unable to have access to NSA-approved communications security equipment at its operations centers, then a combination of a "Sensitive but Unclassified" (SBU) cryptographic module approved by the U.S. National Institute for Standards and Technology and pre-arranged access to National Security Agency-approved communications security equipment at an agreed alternate facility is acceptable.

(6) The Contractor shall have the capability to "mask" or "protect" users against unauthorized release of identifying information to any entity that could compromise operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

(j) Third party billing for COMSATCOM subscription services.

The Contractor shall identify authorized network infrastructure for the Ordering Activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party's network infrastructure, the Contractor shall provide to the Ordering Activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The Ordering Activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.

Begin Regulation

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

(a) *General Background.*

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

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

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

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

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

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

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

Begin Regulation

F-FSS-202-G DELIVERY PRICES (JAN 1994)

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

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

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

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

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

	Yes	No
Alaska		
Hawaii		
Puerto Rico		

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

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

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

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

Begin Regulation

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

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

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

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

Begin Regulation

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

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

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

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

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

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

**G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM
(MAS) (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.

Begin Regulation

G-FSS-907 ORDER ACKNOWLEDGEMENT (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.

Begin Regulation

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)

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, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

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

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

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

Begin Regulation

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

The following clauses apply to overseas coverage.

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

Begin Regulation

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

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

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

Begin Regulation

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

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

Begin Regulation

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

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

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

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

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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

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

Begin Regulation

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

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

Begin Regulation

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

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*TM (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-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

Begin Regulation

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

- (a) General Background.

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

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

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

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

- (c) Registration Instructions.

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

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

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

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

(d) Implementation Conventions.

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

(e) Additional Information.

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

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!TM.

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

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

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

(iii) Use the Federal IMPAC VISA.

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

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

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

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

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

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (JUL 2004) (ALTERNATE I – DEC 2008)

(a) Electronic Contract Data.

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

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known 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-FSS-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-FSS-599, Electronic Commerce .

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Services' price list. The identifier URL is located at FSS.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b) 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 Information Technology Schedule pricelist in accordance with the Attachment titled "Guidelines For Format and Content of Authorized Information Technology Schedule Pricelist". Two (2) copies of the proposed Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 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 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 Authorized Information Technology 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 the Authorized Information Technology Schedule pricelist. Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause) and application of any other remedies as provided by law-including monetary recovery.

(6) In addition, one copy of the Authorized Information Technology Pricelist must be submitted to the:

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

Begin Regulation

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

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

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

Begin Regulation

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

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

Begin Regulation

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

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

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

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

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

Begin Regulation

I-FSS-918 IMPREST FUNDS (PETTY CASH) (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.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (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 10 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.

Part III - VENDOR INSTRUCTIONS

Begin Regulation

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997)

- (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)
 - (2) Commercial sales practices. 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.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite-delivery, indefinite-quantity, with guaranteed minimum, multiple award schedule contract resulting from this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

General Services Administration
 FAS Center for IT Schedule Program ATTN: Contracting Officer 2200 Crystal Drive CP#4,
 Room 606 Arlington, VA 20406

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

Begin Regulation

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

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

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

Number		
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2008)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL	Provision

	EMPLOYEES (FEB 1993)	
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (ALTERNATE I - JUN 2005)	Provision

Begin Regulation

**552.216-73 ORDERING INFORMATION (SEP 1999)
(ALTERNATE II—SEP 1999)**

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

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

NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

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

FACSIMILE NUMBER(S)

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

MAILING ADDRESS

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

YES ____ NO ____

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

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (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.

Begin Regulation

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

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

PAYMENT ADDRESS

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

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

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

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-164, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

Begin Regulation

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

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

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

- (a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."
- (b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

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

Note: Regulation K-FSS-1
 Authorized negotiators must have legally binding authority in order to negotiate with the Government for the Vendor represented.

Begin Regulation

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

(a) Definition.

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

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

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

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

Note: Regulation L-FSS-400

THIS REGULATION DOES NOT APPLY TO INFORMATION TECHNOLOGY
SCHEDULE 70.

Begin Regulation

L-FSS-59 AWARD (APR 1984)

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

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

Begin Regulation

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

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

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

Begin Regulation

CI-FSS-152 ADDITIONAL EVALUATION FACTORS (JAN 2010)

(a) The government will consider award for an offeror who has been determined to be responsible, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance and whose prices are determined fair and reasonable.

(b) All technical evaluation factors will be reviewed, evaluated and rated acceptable or unacceptable based on the criteria listed below. Award will be made on a per Special Item Number (SIN) basis. A rating of "unacceptable" under any technical evaluation factor, by SIN, will result in an "unacceptable" rating overall for that SIN, in which that SIN will be rejected. Offers determined unacceptable for all proposed SIN(s) will be rejected.

(c) Each offeror must have a satisfactory performance record. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;

TECHNCAL EVALUATION FACTORS:

(1) FACTOR 1. Financial Responsibility Determination

(i) Provide the most current, completed, audited (if available) 2 years of consolidated financial statements, specifically balance sheets and income statements, or information that demonstrates the company's financial capacity. The contracting officer will use balance sheet and income statement financial information to determine financial capability. Note that providing tax returns is not required.

(ii) Provide a summary explanation for any negative financial information shown, including negative equity or income.

(2) FACTOR 2. Corporate Experience

(i) Submit a two-page (maximum) narrative describing the company's corporate experience for all proposed (SINs), regardless of the number of SINs being offered. For each SIN offered, your company shall provide the type of supplies and/or professional services procured by either a Government or Commercial entity for a **minimum of two years**. At a minimum, the narrative shall include the following:

(A) Organization's number of years of corporate experience relevant to this offer.

(B) Organization's structure, to include size, experience in the field, and resources available to enable the offeror to fulfill requirements.

(C) Brief history of the organization's activities contributing to the development of relevant expertise and capabilities.

(D) Information that demonstrates organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of manpower proposed.

(E) Describe/identify how the contract will be marketed to ordering activities.

(F) For Dealers (i.e., non-manufacturers) Only - For supply offers, submit complete Letter(s) of Supply from Manufacturers or other evidence of sustainable sources of supply.

(G) For Authentication Products and Services (Homeland Security Presidential Directive 12 (HSPD-12) Only: All offers must be in compliance with guidance in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, OMB Memorandum 04-04:

(1) SIN 132-60a: Offerings must include policy-compliant agency setup, testing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.

Technical evaluation criteria are:

(i) Successful completion of Level 1 Credential Assessment -
Include Assessment Report

(ii) Successful completion of applicable interoperability testing -
Include Test Report

(2) SIN 132.60b: Offerings must include policy-compliant agency setup, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service.

Technical evaluation criteria are:

(i) Successful completion of Level 2 Credential Assessment -
Include Assessment report

(ii) Successful completion of applicable interoperability testing -
Include Test Report

(3) SIN 132-60c: Offerings must include policy compliant ID proofing, Credential issuance, continued account management, revocation, and certificate validation as part of the basic service.

Technical evaluation criteria are:

(i) Successful completion of Level 3 and 4 Credential Assessment - Include Assessment report

(ii) Access Certificates for Electronic Services (ACES) Security Certification and Accreditation (C&A) as a condition of obtaining and retaining approval to operate as a Certification Authority (CA) under the ACES Certificate policy and the GSA ACES Program. – Include Authorization to Operate (ATO) letter.

(iii) Common criteria for other Certification Authorities cross certified by the Federal Bridge

(4) SIN 132-60d: Offerings must be:

(i) Listed on GSA's Federal Information Processing Standards (FIPS) 201 Approved Products List.

(ii) Crypto Modules must be FIPS 140-2 validated.

(5) SIN 132-60e: Offerings must include precursor services such as bulk load, testing, identity proofing, credential issuance, subscriber customer service account management, revocation, and credential validation as part of the basic service. Also includes translation and validation services, and partial services such as 3rd-party identity proofing or secure hosting. Technical evaluation criteria are:

(i) Demonstrated compliance with NIST SP 800-63, as applicable to the technologies being utilized by the offeror.

(ii) Compliance with published E-Authentication architecture, verified by a clearance letter from GSA's Office of Governmentwide Policy.

(6) SIN 132-60f: Technical evaluation criteria are:

(i) Documented experience with deployment of policy-compliant Identity and Access Management (IAM) projects in government agencies. This includes IAM technologies and standards, including Security Assertion Markup Language (SAML), Public Key Infrastructure (PKI) and the Web Services (WS)-Federation specification. Offerors should describe in detail their competencies when proposing under this SIN.

(3) FACTOR 3. Past Performance:

(i) The offeror shall order and submit a Past Performance Evaluation from Open Ratings, Inc. (ORI). Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(A) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(B) Offeror is advised to use references from projects involving relevant IT supplies and IT services within the scope of this solicitation. All pertinent North American Industry Classification System Code (NAICS) are in the solicitation. If these references were not provided to ORI, please explain why.

(c) The offeror shall address any negative feedback contained in the ORI report.

Explain what actions have been taken to minimize the problems that resulted in negative feedback.

(4) FACTOR 4. Project Experience for SIN 132-51 and SIN 132-60f only (IT and Identity Access Management (IAM) Professional Services)

(i) Provide a description of the offeror's experience in the professional information technology services offered under SIN 132-51 and SIN 132-60f. Describe **three** completed or on-going project(s), similar in size and complexity to the effort contemplated herein and in sufficient detail for the Government to perform an evaluation. **For SIN 132-60f, two of the three projects described must be prior federal government application deployment projects for public-facing IT systems.** Each completed example shall have been completed **within the last two years**. All examples of completed services shall have been found to be acceptable by the ordering activity. If the Offeror cannot provide three examples of past experience, they may provide additional documentation to substantiate project experience to be evaluated by the Contracting Officer.

(ii) Within the two page limitation for each project narrative, offerors shall outline the following for proposed SIN 132-51 and 132-60f:

- (A) Provide background information on the project or projects presented to demonstrate expertise.
- (B) Outline how the project or projects are related to the proposed SIN(s).
- (C) Submit summary of the final deliverables for the noted project or projects.
- (D) Offerors shall demonstrate that the tasks performed are of a similar complexity to the work solicited under this solicitation.
- (E) Provide the following information for each project submitted:
 - (1) Project/Contract Name;
 - (2) Project Description;
 - (3) Dollar Amount of Contract;
 - (4) Project Duration, which includes the original estimated completion date and the actual completion date; and
 - (5) Point of Contact and Telephone Number

(5) FACTOR 5. Project Experience for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity and/or SIN 132-55, COMSATCOM Subscription Services

(i) Provide a description of the Offeror's experience delivering COMSATCOM services as described in CI-FSS-055, *Commercial Satellite Communication (COMSATCOM) Services*. For each COMSATCOM Services SIN proposed, describe three completed or on-going projects, similar in size and complexity to the services the vendor is proposing to offer and in sufficient detail for the Government to perform an evaluation. (NOTE: If applying for both SIN 132-54 and 132-55, describe three projects related to SIN 132-54, and another three projects related to SIN 132-55.) All completed projects shall have been completed within the last three years prior to submission of the vendor's COMSATCOM Services SIN proposal. Performance of all completed projects shall have been found acceptable by the Ordering Activity. If the Offeror cannot provide three projects, they may provide additional documentation to substantiate project experience to be evaluated by the Contracting Officer.

(ii) Within the four page limitation for each project narrative, the Offeror shall include the following information:

(A) Provide background information on the project presented to demonstrate familiarity and expertise servicing COMSATCOM requirements.

(B) Outline how the project is related to the proposed COMSATCOM Services SIN.

(C) Demonstrate that the tasks performed are of a similar size, scope, and complexity to the work solicited under this solicitation.

(D) Provide the following information for each project submitted:

(1) Project/Contract Name;

(2) Project Description;

(3) Dollar Amount of Contract;

(4) Project Duration, which includes the original estimated completion date and the actual completion date; and

(5) Point of Contact and Telephone Number

(6) FACTOR 6. Information Assurance Minimum Security Controls Compliance for SIN 132-54, Commercial Satellite Communications (COMSATCOM) Transponded Capacity Services and SIN 132-55, COMSATCOM Subscription Services only

(i) Federal policy specifies Government customer compliance with the Federal Information Security Management Act of 2002 as implemented by Federal Information Processing Standards Publication 200 (FIPS 200), "Minimum Security Requirements for Federal Information and Information Systems." This standard specifies minimum security requirements Federal agencies must meet, defined through the use of security controls described in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, "*Recommended Security Controls for Federal Information Systems and Organizations*," DoD Instruction (DoDI) 8500.2, "*Information Assurance Implementation*," and associated documents.

(ii) Complete the Information Assurance Checklist found on the GSA SATCOM Services Program Management Office website (<http://www.gsa.gov/satserv>).

(iii) The Government will evaluate the Information Assurance Checklist submitted as part of Offeror's proposal to determine whether the Offeror understands the minimum security controls, and has processes, personnel, and infrastructure that currently complies or demonstrates a reasonable approach to becoming compliant with all the minimum security controls for at least a low-impact information system or MAC III system.

PRICE PROPOSAL FACTOR:

(7) FACTOR 7. Price Proposal:

(i) In accordance with GSAM 538.270, Evaluation of multiple awards schedule (MAS) offers, the goal of the Government is to obtain the offeror's best price given to the offeror's Most Favored Customer (MFC). Therefore, GSA is required to obtain pricing that is equal to or better than the Most Favored Customer pricing with the same or similar terms and conditions. This objective will be met by evaluation of price and price discounts, terms, conditions, and concessions offered to the Most Favored Commercial Customers. If the MFC is a Federal Agency, but sales exist to commercial clients, identify

which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a “basis of award” customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a).

(ii) Price Proposal will be evaluated for its successful completion of all requirements outlined in the General Proposal Submission Instructions in the Cover Page of the solicitation document. The Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(iii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not “equal to or lower than” the Most Favored Customer (MFC), an acceptable justification must be provided.

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL ITEMS (JUN 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“*Emerging small business*” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“*Forced or indentured child labor*” means all work or service --

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except --

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Restricted business operations*” -- means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate --

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern” --

- (1) Means a small business concern --
 - (i) Not less than 51 percent of which is owned by one or more service -- disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Veteran-owned small business concern” means a small business concern --

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it _____ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for

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

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

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

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

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

(Check one of the following):

50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

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

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

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

applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) _____ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

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

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her

behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

(List as Necessary)	

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

(g) (1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	
(List as Necessary)	

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

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

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

Canadian End Products:

Line Item No.	
(List as Necessary)	

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

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

Canadian or Israeli End Products:

Line Item No.	
(List as Necessary)	

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

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

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

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

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed end products.

End Product	
(List as Necessary)	

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

If offering Equipment (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that --

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

If offering Services (2) Certain services as described in FAR 22.1003-4(d)(1).
The offeror _____ does _____ does not certify that --

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

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies --

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

 Name _____.

 TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.