



U.S. GENERAL SERVICES ADMINISTRATION
Greater Southwest Region

April 18, 2001

Modular Solutions, LTD.
Attn: Mr. Lorenzo Chavez
3640 East Turney Avenue
Phoenix, AZ 85018

Dear FSS Contractor:

Congratulations on receiving your Federal Supply Schedule contract. In addition to a copy of your contract, number GS-07F-0199L, effective 4/19/01, for Schedule 539, Solutions and More (SAM), FSC 54 - Prefabricated Structures and Outdoor Smoking Shelters, awarded under solicitation 7FXP-D4-01-0539-B (SAM), the following items are enclosed:

- Your commercial catalog and/or price list, as accepted by the Government.
- A start-up kit for transmitting your electronic files for inclusion in GSA Advantage!™, our on-line shopping service at <https://www.gsaadvantage.gov> or you will be provided instructions on how to download the application and instructions from the Vendor Support Center website. Prior to transmitting these files, you **MUST** first register with the VSC by logging on to the web site at <http://vsc.fss.gsa.gov> and execute the on-line registration found under Register your contract On-line. This registration must be accomplished in order for you to receive clearance to transmit catalog files into GSA Advantage. This User ID and Password will be for the exclusive purpose of submitting catalog files. A separate User ID and Password will be needed to report sales data, as instructed in the Contractor's Report of Sales paragraph listed below. You must transmit these files to GSA within 6 months after receipt of this letter.

The following clauses in your contract require your immediate attention:

- I-FSS-600, CONTRACT PRICE LISTS, provides instructions for preparing, printing, and distributing paper Federal Supply Schedule Price Lists and for transmitting electronic data for inclusion in GSA Advantage!™. (Also, refer to 52.238-71, SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS and I-FSS-599, ELECTRONIC COMMERCE-FACNET for additional information).
 - When mailing your price list and cover page notices, please forward one copy to the following address:
GSA, FSS, Schedules Information Center
1941 Jefferson Davis Highway
FMLI – Room A-1
Washington, DC 20406
- 552.238-74, CONTRACTOR'S REPORT OF SALES, provides instructions for reporting sales electronically to the FSS Vendor Support Center (VSC) website at

Fritz G. Lanham Federal Building, 819 Taylor Street, Fort Worth, TX 76102-6195



<http://vsc.fss.gsa.gov>. You **MUST** contact the VSC immediately to register your contract award information. Register through the link on the main page of the 72a web site at <http://72a.fss.gsa.gov>. Click on "Registration" from the Support Center menu or use the special link flagged "NEW" near the top of the page. You will receive an e-mail confirming your registration. This registration ID and Password will **ONLY** be used for reporting 72A sales. The User ID and Password assigned for 72A reporting is not to be confused with the separate ID and Password established for catalog file submissions to GSA Advantage. Special care should be taken to not use these IDs and Passwords interchangeably.

- 552.238-76, INDUSTRIAL FUNDING FEE, provides instructions for remitting a fee based on your sales reports, as required by your contract. We have enclosed guidelines to assist you in submitting your payments.

The contract is subject to the Equal Opportunity Clause 52.222-26. The Equal Opportunity Clause requires that the enclosed Equal Opportunity poster be displayed in a conspicuous place available to employees and applicants for employment. Subcontractors must similarly display the EEO poster. Prime contractors and subcontractors are required to file the Equal Employment Opportunity Employer Information Report EEO-1, Standard Form 100, (enclosed) in accordance with the instructions accompanying the form. Mail completed EEO-1 forms to the following address:

Equal Employment Opportunity Commission
Joint Reporting Committee
1801 L. St., NW
Washington, DC 20507
(202) 663-4958

Information is enclosed regarding GSA's "Vendor Express" program, which establishes contractor payment via Direct Deposit/Electronic Funds Transfer (DD/EFT). Note that the "Vendor Express" application must be returned to the General Services Administration, Kansas City, Missouri, address shown in the enclosure.

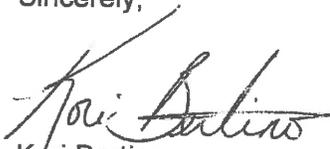
We look forward to forming a marketing partnership with you. To assist us in this endeavor, please provide your company's corporate marketing point of contact to your contracting officer and to the Federal Supply Service, Office of Business Management and Marketing, Marketing Services Division (FMR), CM4, Room 607, 1941 Jefferson Davis Highway, Arlington, Virginia 22202, within 15 days from the date of this letter.

As our business partner, you may use the "GSA Federal Supply Service Identifier" to identify your Schedule contract to the Federal community. The design is flexible allowing you space to insert your contract number under the GSA/FSS Identifier. The use of the identifier is restricted to identifying your GSA/FSS Schedule Contract to Government contract users. It is not to be used in any advertising as an expressed or implied endorsement by the Government of any supply and/or service, either under contract or for any other purpose. There are six optional GSA/FSS Identifiers to choose from which you may access on the worldwide web at <http://www.fss.gsa.gov/logo>.

We invite you to visit the FSS Schedules website at <http://www.fss.gsa.gov/schedules>. Your firm will be listed as an FSS contractor under the "Schedules E-Library." You may search this site by contractor name, contract number, service or product name or number, or schedule name or number.

If you should have any questions, please do not hesitate to contact me at 817-978-8376 or via Email at kori.bertino@gsa.gov. Again, we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Kori Bertino". The signature is written in black ink and is positioned above the printed name.

Kori Bertino
Contract Specialist (7FXPI-K7)

Enclosures



**U.S. GENERAL SERVICES ADMINISTRATION
Pacific Rim Region**

**MODULAR SOLUTIONS LTD
ATTN: KATHY HART
3640 EAST TURNEY AVENUE
PHOENIX, AZ 85018**

SUBJECT: New Multiple Award Schedule Contract GS- 07F-0199L

Dear CONTRACT ADMINISTRATOR:

On Apr 19, 2001, MODULAR SOLUTIONS LTD was awarded General Services Administration (GSA) Contract GS- 07F-0199L, which includes clauses pertaining to the submission of sales data and the Industrial Funding Fee (IFF) under the contract. These clauses require that you report to GSA, on a quarterly basis, the dollar value of Sales under the contract. The Sales Report is due (within) 30 days following the end of each standard business quarter (January - March, April - June, July - September and October - December) and is to be submitted electronically on GSA's Vendor Support Center (VSC) Internet Web site: <http://72a.fss.gsa.gov>. If no sales occurred under the contract, zero (0) is to be submitted for each applicable Special Item Number. Before a report can be submitted, you must obtain a password from the VSC either via <http://72a.fss.gsa.gov> and clicking on "Registration" or by calling the VSC at tel. (703) 305-6235. Apr01-Jun01 is the first quarter to submit a sales report due July 1 thru July 30 to be counted on time - if submitted on the last day of a month with 31 days such as July, Oct or Jan it is late.

Concurrent with reporting quarterly sales, a check for the IFF (1% of contract sales) is to be made payable and remitted to:

**General Services Administration
Accounts Receivable Branch (6BCR)
P.O. Box 70500
Chicago, IL 60673-0500**

In accordance with contractual requirements, the contract number(s) and report quarter(s) covered by each IFF check must be annotated on the check or on accompanying documentation. For any check which includes fees for multiple contracts or report periods, annotation must specify the amount applicable to each contract and each report period. Failure to appropriately annotate checks may prevent us from crediting your account correctly. Please be advised an IFF check sent through the mail will need to be sent before the 30th day after the quarter to be at the Chicago lockbox to be counted on time for the historical report. We encourage you to remit your IFF via Electronic Funds Transfer (EFT). For information about this method of payment call GSA at 816-926-5377 or 800-676-3690 (option 2).

I will be monitoring the timely receipt of your Sales Reports and IFF submissions. During the term of the contract, GSA may elect to have a GSA representative visit your facility to verify purchase orders received. JESS WEIGEL is the Industrial Operational Analysis, GSA representative.

Please be advised of the need for the contractor Point of Contact (POC) to be able to demonstrate to a GSA representative the process the contractor uses to track contract Sales. The process has to be consistent, verifiable and able to capture all the contract data (i.e. credit card, fax, phone, mail, distributors, BPA, ITT, Eligible Agencies). The company's system should allow going to the source documents and trace how those documents are compiled into the 72A Sales Reports. The POC may find it helpful to keep a file with a copy of all checks or Electronic Fund Transfers (EFT) sent to GSA, the front and back side of returned 1% Industrial Funding Fee (IFF) checks, ledger of sales to GSA and a printout of the Web site data entry screen that displays, "Please Print This Page For Your Records!" and that shows the date sales were submitted.

If you experience technical difficulty submitting your sales report, contact the VSC at tel. (703) 305-6235, FAX (703) 305-7944 or e-mail vondor.support@vsc.gsa.gov for assistance. If the problem is not resolved within 24 hours, or if you have any questions about the sales report or the Industrial Funding Fee, you may contact me by telephone at (415) 522-4364, via e-mail at george.thomas@gsa.gov, by facsimile at (415) 522-2816, or in writing at the following address: Phillip Burton Federal Building and U.S. Courthouse
450 Golden Gate Avenue, San Francisco, CA 94102-3434



FAX TO 602-952-9627

5-2-2001
2 of 2

General Services Administration, FSS
Contract Management Division (9FQC)
ATTN: George Thomas, Contract Administrator
450 Golden Gate Avenue, 4th Floor West
San Francisco, CA 94102-3400

I look forward to working with you to ensure timely and complete contract performance.

Sincerely,


George Thomas
Contract Administrator

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, & 30

1. REQUISITION NUMBER

PAGE 1 OF 46

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

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER
N/A

5. SOLICITATION NUMBER
Refreshed
7FXP-D4-01-0539-B

6. SOLICITATION ISSUE DATE
December 1, 2000

FOR SOLICITATION INFORMATION CALL →

a. NAME
Frank Lioce, 7FXPM-D4
Cheryl Goff, 7FXPI-S5

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

8. OFFER DUE DATE/ LOCAL TIME
N/A

9. ISSUED BY

CODE

10. THIS ACQUISITION IS
See Attachments

- UNRESTRICTED
- SET ASIDE % FOR
- SMALL BUSINESS
- SMALL DISADV. BUSINESS
- 8 (A)

SIC: See Attachments

SIZE STANDARD:
See Attachments

11. DOMESTIC DELIVERY:
See Attachments

INTERNATIONAL DELIVERY:
See Attachments

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

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

12. DISCOUNT TERMS

Minimum: Net 30 Days
Other: 1% 10 Days

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

Address offers to the address above.

Complete shaded boxes on this page.

15. DELIVER TO

CODE

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

16. ADMINISTERED BY

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

17a. CONTRACTOR/OFFEROR NAME AND ADDRESS

CODE

FACILITY CODE

Modular Solutions, LTD.
3640 East Turney Avenue
Phoenix, AZ 85018

18a. PAYMENT WILL BE MADE BY

CODE

See Block 15.

952-8741
PHONE NO.

(602)952-8741
FAX NO.

93-7795235
DUNS

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

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

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

Do not complete Blocks 19 through 24, see schedule of supplies/items/services in the product/services attachments.
(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

See Block 15

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

Indefinite

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

ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.

ADDENDA ARE ARE NOT ATTACHED.

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

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5)

INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH

HEREIN, IS ACCEPTED AS TO ITEMS: **See attached continuation page(s) beginning on Page 1A.**

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Joe Hart

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Joe Hart / President

30c. DATE SIGNED
12/29/00

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

Upon execution, signature will appear on Page 1A.

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

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

COMPLETE PARTIAL FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.	OMB No.: 9000-0136 Expires: 9/30/98
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This page reserved for use at time of award as applicable.

52.212-4

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 1999)

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.
- i) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) **Taxes.** ~~The contract price includes all applicable Federal, State, and local taxes and duties.~~ The contract price excludes all Federal, State, and local taxes and duties levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1, State and Local Taxes; 52.229-3, Federal, State, and Local Taxes; and 52.229-5, Taxes—Contracts performed in U.S. Possessions or Puerto Rico which are incorporated herein by reference. For contracts covering overseas locations, see clause I-FSS-314, Foreign Taxes and Duties.
- (l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(t) The following clauses are incorporated by reference:

52.233-1	DISPUTES (DEC 1998)
52.202-1	DEFINITIONS (OCT 1995)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-5	TAXES—CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.203-3	GRATUITIES (APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—SEP 1999)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)
52.216-18	ORDERING (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.232-17	INTEREST (JUN 1996) 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.242-13	BANKRUPTCY (JUL 1995)
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION—OCT 1984)
552.211-73	MARKING (FEB 1996)
552.211-74	CHARGES FOR MARKING (FEB 1996)
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996)
552.211-77	PACKING LIST (FEB 1996)
552.211-82	NOTICE OF SHIPMENT (FEB 1996)
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)
552.232-74	INVOICE PAYMENTS (SEP 1999)
552.246-73	WARRANTY—MULTIPLE AWARD SCHEDULE (MAR 2000)
C-FSS-425	WORKMANSHIP (OCT 1988)
D-FSS-469	PARTS (APR 1984)
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)
D-FSS-477	TRANSSHIPMENTS (APR 1984)
F-FSS-772	CARLOAD SHIPMENTS (APR 1984)
G-FSS-906	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)
G-FSS-907	ORDER ACKNOWLEDGEMENT (APR 1984)
G-FSS-910	DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)
I-FSS-50	PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)
I-FSS-60	PERFORMANCE INCENTIVES (APRIL 2000)
I-FSS-140-B	URGENT REQUIREMENTS (JAN 1994)
I-FSS-249-B	DEFAULT (MAY 2000)
I-FSS-550-B	YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS (JAN 1999)
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)
FSS-918	IMPREST FUNDS (PETTY CASH) (MAY 2000)

Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

52.225-13

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

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

52.212-71

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

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:

(a) Provisions.

_____ 552.237-70 Qualifications of Offerors

(b) Clauses.

 X 552.203-71 Restriction on Advertising

 X 552.211-73 Marking

_____ 552.215-70 Examination of Records by GSA

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

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

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

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

_____ 552.229-70 Federal, State, and Local Taxes

 X 552.232-8 Discounts for Prompt Payment

 X 552.232-23 Assignment of Claims

_____ 552.232-71 Adjusting Payments

_____ 552.232-72 Final Payment

_____ 552.232-73 Availability of Funds

_____ 552.237-71 Qualifications of Employees

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

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

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

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

_____ 552.242-70 Status Report of Orders and Shipments

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

 X 552.246-73 Warranty—Multiple Award Schedule

_____ 552.246-76 Warranty of Pesticides

552.216-70

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

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 * _____ * percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.~~
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price-list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be ~~signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by~~ signature of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-72

PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999)

- (a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.
 - (1) Executive agencies.
 - (2) Other Federal Agencies.
 - (3) Mixed-ownership Government corporations.

- (4) The District of Columbia.
- (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
- (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration
 Acquisition Operations and Electronic Commerce Center (FCS)
 Washington, DC 20406

Telephone: (703) 305-7741
 FAX: (703) 305-7720

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

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

N/A

- (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.

(602) 952-9741

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

3640 E. TURNEY AVENUE

PHOENIX, AZ 85018

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

YES []

NO [X]

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

552.223-72 HAZARDOUS MATERIAL INFORMATION (SEP 1999)

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

NSN	DOT SHIPPING NAME	DOT HAZARD CLASS	DOT LABEL REQUIRED
NONE	_____	_____	Yes [] No []
_____	_____	_____	Yes [] No []
_____	_____	_____	Yes [] No []

**552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000)
(ALTERNATE I—MAR 2000)**

- (a) Definitions.

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

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

- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

552.232-78 PAYMENT INFORMATION (JUL 2000)

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

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

- (a) **Definition.** For the purposes of this clause, the Mailing List is (see product/services attachments for mail list codes).
- (b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.
- (c) (1) The Contractor shall provide to the GSA Contracting Officer:
 - (i) Two paper copies of Authorized FSS Schedule Pricelist; and
 - (ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- (2) The Contractor shall provide to each addressee on the mailing list either:
 - (i) One paper copy of the Authorized FSS Schedule Price List; or
 - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
- (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.
- (d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

552.238-73 CANCELLATION (SEP 1999)

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

552.238-74 CONTRACTOR'S REPORT OF SALES (SEP 1999)

- (a) The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract task or delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-76).
- (b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. The Contractor must report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.
- (c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.
- (d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from:

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

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

552.238-75 PRICE REDUCTIONS (SEP 1999)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—
- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
 - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
 - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales—
- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
 - (2) To Federal agencies; or
 - (3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

552.238-76 INDUSTRIAL FUNDING FEE (SEP 1999)

- (a) The Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within 30 days after the end of each quarterly reporting period as established in clause 552.238-74, Contractor's Report of Sales. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities.
- (b) The Contractor must remit any monies due as a result of the close-out report required by Clause 552.238-74 at the time the close-out report is submitted to GSA.
- (c) The Contractor must pay the IFF amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the "General Services Administration." If the payment involves multiple special item numbers or contracts, the Contractor may consolidate the IFFs into one payment. To ensure that the payment is credited properly, the Contractor must identify the check or electronic transmission as an "Industrial Funding Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the Contractor makes payment by check, provide this information on either the check, check stub, or other remittance material.
 - (1) If paying the IFF by check, the Contractor must forward the check to the following address:

General Services Administration,
Accounts Receivable Branch
P.O. Box 70500
Chicago, IL 60673-0500.
 - (2) If paying by electronic funds transfer through the ACH, the Contractor must call GSA, Financial Information Control Branch, Receivables, Collections and Sales Section (6BCDR) at 1-800-676-3690 to make arrangements.
- (d) If the full amount of the IFF is not paid within 30 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest).
- (e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to pay the IFF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the IFF timely constitutes sufficient cause for terminating the Contractor for cause under the termination provisions of this contract.

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

- (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
- (b) Types of Modifications.
 - (1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:
 - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
 - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
 - (iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.

- (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedules).
 - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance.
 - (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
 - (vii) Any information requested by 52.212-3(f), Offerors Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.
- (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
 - (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.
- (c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.
 - (d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. ~~Contract modifications will not be made effective until the Government receives the electronic file updates.~~ The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.
 - (e) Amendments to Paper Federal Supply Schedule Price Lists.
 - (1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:
 - (i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.
 - (ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.
 - (2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

C-FSS-411

**FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS
(OCT 1992)**

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

- _____ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.
- X 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Product	Standard
<u>STRUCTURES</u>	<u>NFPA</u>
_____	_____
_____	_____

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

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

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

(202) 219-7193

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

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

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

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

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

D-FSS-465 EXPORT PACKING (APR 1984)

- (a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial and/or Government export packing. Government export packing, if offered, shall be in accordance with the applicable specifications for the commodity as specified in the purchase order. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.
- (b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

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

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

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

F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

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

UNITED STATES

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

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

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

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

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

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

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

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

NAME JOE HART

TITLE PRESIDENT

ADDRESS 3640 E. TURNEY AVENUE / PHOENIX, AZ

ZIP CODE 85018

TELEPHONE NO. (602) 952-9741 FAX NO. (602) 952-9627

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

NAME KATHY HART

ADDRESS 3640 E TURNEY AVENUE / PHOENIX, AZ 85018

TELEPHONE NO. (602) 952-9741 FAX NO. (602) 952-9627

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

NAME KATHY HART

ADDRESS 3640 E TURNEY AVENUE / PHOENIX, AZ 85018

TELEPHONE NO. (602) 952-9741 FAX NO. (602) 952-9627

- (b) Offerors are required to designate a person located in the overseas areas covered by this contract to be contacted for prompt contract administration. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME JOE HART

TITLE PRESIDENT

ADDRESS 3640 E. TURNEY AVENUE / PHOENIX, AZ

ZIP CODE 85018

TELEPHONE NO. (602) 952-9741 FAX NO. (602) 952-9627

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

Offerors are requested to insert in the spaces below an e-mail address. The e-mail address must be where Government inquiries shall be directed. If your company uses multiple customer e-mail addresses for specific purposes, all such addresses should be included. This information is optional and will be utilized in Federal Supply Services' Schedule E-Library and to communicate with the Contractor.

NAME JOE HARTTITLE PRESIDENTADDRESS 3640 E. TURNEY AVENUE / PHOENIX, AZ 85018E-MAIL ADDRESS(ES) hjoe4@qwest.netWEBSITE URL ADDRESS(ES) uswestdex.com/iyp/modularsolutionsltdTELEPHONE NO. (602) 952-9741**FOR OFFICIAL USE ONLY**

GSA Contract Number _____

Schedule Number _____

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

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

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

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

- (1) Comply with the same terms and conditions regarding prices as the Contractor, for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer which includes:
 - (a) the date of sale,
 - (b) the agency to which the sale was made,
 - (c) the product/model sold,
 - (d) the quantity of each product/model sold,
 - (e) the price at which it was sold, including discounts, and
 - (f) all other significant sales data;
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and

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

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

CERTIFICATION

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

N/A

Name

Date

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

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

PAYMENT ADDRESS:

MODULAR SOLUTIONS, LTD.
3640 E. TURNEY AVENUE
PHOENIX, AZ 85018

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

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

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

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (SEP 2000)

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

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

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

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

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

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

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

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

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

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

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

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

I-FSS-106 GUARANTEED MINIMUM (OCT 2000)

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

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Contractor's Report of Sales") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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

The following clauses apply to overseas coverage.

52.214-34	Submission of Offers in the English Language
52.214-35	Submission of Offers in U.S. Currency
52.247-34	FOB Destination
52.247-38	FOB Inland Carrier, Country of Exportation
52.247-39	FOB Inland Point, Country of Importation

C-FSS-412	Characteristics of Electric Current
D-FSS-471	Marking and Documentation Requirements Per Shipment
D-FSS-477	Transshipments
F-FSS-202-F	Delivery Prices
I-FSS-314	Foreign Taxes and Duties
I-FSS-594	Parts and Service

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.

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

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall—
- (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- (b) Vendors may:
- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)
 - (2) offer the lowest price available under the contract; or
 - (3) decline the order (orders must be returned in accordance with FAR 52.216-19).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000) (a)
The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
- (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.
- (3) Performance has been acceptable under the contract.
- (4) Subcontracting goals have been reviewed and approved.

- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.
- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

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

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

- (a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.
- (b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-594 PARTS AND SERVICE (OCT 1988)

- (1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.
- (2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
- (3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA
UNITED STATES

ADDRESS OF SUPPLY AND SERVICE POINT
5301 W. MADISON / PHOENIX, AZ 85043

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

I-FSS-597 GSA ADVANTAGE™ (SEP 2000)

- (a) The Contractor must participate in the GSA Advantage™ online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

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

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

I-FSS-599 ELECTRONIC COMMERCE—FACNET (APR 1997)

(a) General Background.

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

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

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

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

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <http://acq.osd.mil/ec/nwsltr.html>.

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

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

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at http://www.acq.osd.mil/ec/van_list.html. Contractors who wish to register without going through a VAN may do so via the INTERNET at <http://ccr.edi.disa.mil>.

(d) Implementation Conventions.

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

) 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>.

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

- (a) Electronic Contract Data
- (1) The Contractor will be provided a vendor start-up kit with instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price lists.
 - (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application provided. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those products, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!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 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 linking to the contractor's Federal supply Services' price list. The identifier URL is located at <http://www.fss.gsa.gov/partnership/>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included.
- (b) Paper Federal Supply Schedule Price Lists
- (1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).
 - (2) The Contractor must prepare a Federal Supply Schedule Price List by either:

- (i) Using the commercial catalog and/or price list as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or
 - (ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".
- (3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable).

Contract administration source (if different from preceding entry).

Business size.

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

- 1a. Table of awarded special item number(s) with appropriate cross-reference to page number(s).
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- 2. Maximum order.
- 3. Minimum order.
- 4. Geographic coverage (delivery area).
- 5. Point(s) of production (city, county, and State or foreign country).
- 6. Discount from list prices or statement of net price.
- 7. Quantity discounts.
- 8. Prompt payment terms.
- 9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold.

- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
 10. Foreign items (list items by country of origin).
 - 11a. Time of delivery. (Contractor insert number of days.)
 - 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
 - 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
 - 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
 12. F.o.b. point(s).
 13. Ordering address(es).
 14. Payment address(es).
 15. Warranty provision.
 16. Export packing charges, if applicable.
 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
 18. Terms and conditions of rental, maintenance, and repair (if applicable).
 19. Terms and conditions of installation (if applicable).
 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
 - 20a. Terms and conditions for any other services (if applicable)
 21. List of service and distribution points (if applicable).
 22. List of participating dealers (if applicable).
 23. Preventive maintenance (if applicable).
 24. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants.
 25. Data Universal Number System (DUNS) number.
 26. Notification regarding registration in Central Contractor Registration (CCR) database.
- (4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
- (5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the

responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

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

Automatically with the notification of contract award.

Only upon request from the Contractor.

The list of customer addresses is available in one of the following formats (as specified by the Contractor):

Cheshire Label (not available)

Gummed Label

Diskette—Mailing lists on diskette are available in ASCII and in the following record format only:

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

- (7) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.
- (8) Distribution to the customer mailing list supplied by GSA must be made as set forth in paragraphs (c), (d), and (e) of clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. In addition, one copy of the Federal Supply Schedule Price List must be submitted to the FSS Information Center. The Contractor may also send Federal Supply Schedule Price Lists to agencies not on the GSA listing when there is reasonable expectation that sales to these agencies will be made.
- (9) The customer mailing list (identified by code) applicable to commodities that are included in this solicitation and the approximate number of price lists needed for distribution to addressees are listed below for the offeror's information.

MAILING LIST CODE	COMMODITY GROUP	APPROX. NO. OF COPIES
-------------------	-----------------	-----------------------

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

I-FSS-639 CONTRACT SALES CRITERIA (JUL 2000)

- (a) A contract will not be awarded unless anticipated sales are expected to exceed at least \$25,000 for a 1-year period.
- (b) Any resultant contract may be canceled in accordance with clause 552.238-73, Cancellation, unless reported sales are at least \$25,000 for a 1-year period.

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

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

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

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

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

- (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.

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

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

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

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

END OF ADDENDUM TO 52.212-4

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

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

- _____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999)
- _____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- _____ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- _____ (ii) Alternate I to 52.219-5.
- _____ (iii) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- * (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4))(See Full Text Version in Attachment 26)
- * (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14))(See Full Text Version in Attachment 26)
- _____ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- _____ (ii) Alternate I of 52.219-23.
- _____ (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- _____ (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (17) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a-10d).
- _____ (18) (i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- _____ (ii) Alternate I of 52.225-3.
- _____ (iii) Alternate II of 52.225-3.
- X (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- * (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129)(See Full Text Version in Basic Solicitation)
- (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (23) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).
- (24) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- * (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.)(See Full Text Version in Attachment 27)
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- * (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)(See Full Text Version in Attachment 27)
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

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

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:

(a) Provisions.

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

(b) Clauses.

552.223-70 Hazardous Substances

552.223-71 Nonconforming Hazardous Material

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

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

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

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

- (a) North American Industry Classification System (NAICS) code for this acquisition is (The product/services attachments will indicate applicable NAICS codes). The small business size standard (The product/services attachments will indicate small business size standard.) However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation. Offers must be submitted on the SF 1449 and shall include all subsequent pages following this form.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

- (e) Late modifications and revisions of offers.
- (1) Offerors are responsible for submitting any modifications and revisions so as to reach the Government office designated in the solicitation by the time specified.
 - (2) Any modification or revision received at the Government office designated in the solicitation after the exact time specified in the Government's request is "late" and will not be considered.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) Offers may be withdrawn by written notice received at any time before award.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1)(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
 - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
 - (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.
 - (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for

offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(k) The following clauses are incorporated by reference:

52.222-3	CONVICT LABOR (AUG 1996)
52.233-3	PROTEST AFTER AWARD (AUG 1996) A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

ADDENDUM TO 52.212-1

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

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

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

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

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

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

52.216-1 TYPE OF CONTRACT (APR 1984)

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

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (MAR 2000) (Local Deviation May 2000)

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

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

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: (The product/services attachments will indicate if a Small Business Set-Aside is applicable.)

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

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

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

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

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

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

- (b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.
- (c) Provide information described below for each SIN:
- (1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.
 - (2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.
 - (3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.
 - (4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

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

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

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

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

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

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

(a) When ordering services, ordering offices shall—

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

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the prices in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.

(2) Transmit the Request to Contractors:

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

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

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

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

- (b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—
- (1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
- (i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
- (ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.
- (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

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

MITZI GARCIA / SALES / (602)952-9741 mgmsltd@qwest.net
LORENZO CHAVEZ / SALES / 602-952-9741 lcmsltd@qwest.net

K-FSS-9

**SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE
PROGRAM (SEP 2000)**

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

CONTRACTOR NAME: MODULAR SOLUTIONS, LTD.

DATE: 12/29/00

L-FSS-59 AWARD (APR 1984)

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

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

- (a) Upon the conclusion of discussions the Contracting Officer will request a "final revised proposal." Oral requests will be confirmed in writing.
- (b) The request will include—
 - (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final revised proposal;
 - (3) The specified receipt date;
 - (4) A statement that any modification proposed as a result of the final revised proposal must be received by the date specified, and modifications received after the time specified will not be considered.
- (c) The Contracting Officer will not reopen discussions after receipt of final revised proposal unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final revised proposal.

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

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

END OF ADDENDUM TO 52.212-1

52.212-3

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(OCT 2000) (ALTERNATE III—OCT 2000)**

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

Veteran-owned small business concern means a small business concern—

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

"Women-owned small business concern" means a small business concern—

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: 86-0812751

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

- (A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned

by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

(10) Reserved.

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

- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

- (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It has, has not filed all required compliance reports.

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

- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

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

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

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

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

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

Other Foreign End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

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

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

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

Canadian End Products:

Line Item No.
N/A

(List as Necessary)

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

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

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin
N/A	

(List as Necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that—
 - (1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
 - (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

FSS-7FXPM-001

**COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS
(FEB 1999)**

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

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

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

<http://www.dol.gov/dol/vets/public/programs/fact/vet97-5.htm>

<http://vets100.cudenver.edu/vets100.asp>

Attachments: (Check attachments submitted with basic solicitation)

- Attachment 1 – Marine Craft & Equipment
- Attachment 2 – Wheel & Track Vehicles
- Attachment 3 – Material Handling Equipment
- Attachment 4 – Fire-fighting & Rescue Equipment
- Attachment 5 – Water Purification & Sewer Treatment Equipment
- Attachment 6 – Automotive Maintenance & Repair Shop Equipment
- Attachment 7 – Prefabricated Structures
- Attachment 8 – Above Ground Storage Tanks
- Attachment 9 – Construction & Building Materials
- Attachment 10 – Power Distribution Equipment, Generators, & Batteries
- Attachment 11 – Solar Energy Systems & Lighting Products
- Attachment 12 – Alarm & Signal Systems
- Attachment 13 – Chemicals & Chemical Products
- Attachment 14 – Recycling Collection Containers & Specialty Waste Receptacles
- Attachment 15 – Food Service Equipment
- Attachment 16 – Musical Instruments, Audio & Video Equipment
- Attachment 17 – Athletic Clothing & Recreational Equipment
- Attachment 18 – Park & Outdoor Recreational Equipment
- Attachment 19 – Indoor/Outdoor Store
- Attachment 20 – Cleaning Equipment & Supplies
- Attachment 21 – Special Purpose Clothing
- Attachment 22 – Law Enforcement & Security Equipment
- Attachment 23 – Toiletries, Personal Care Items, & Bed Linens
- Attachment 24 – Signs & Display Systems
- Attachment 25 – Trophies, Awards, & Promotional Items
- Attachment 26 – Small Business Subcontracting/Plan (Must be completed by large business offerors with an estimated 5-year contract value greater than \$500,000)
- Attachment 27 – Commercial Services Subject to the Service Contract Act
- Attachment 28 – Reserved for future use.
- Attachment 29 – Clauses Incorporated-by-reference (Do not return this attachment)