

Attachment B

TAB 23

Contractual Action

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 17, & 30

1. REQUISITION NUMBER PAGE 1 OF 121

2. CONTRACT NO. Upon execution, number will appear on Page 1A.	3. AWARD EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 7FXG-T5-99-5302-B	6. SOLICITATION ISSUE DATE July 30, 1999
7. FOR SOLICITATION INFORMATION CALL →	a. NAME Alan Sears		b. TELEPHONE NUMBER (If to collect call)	N/A

8. BY CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FCR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8 (A) 90 See Page 90	11. DOMESTIC DELIVERY: FOB DESTINATION INTERNATIONAL DELIVERY: FOB ORIGIN <input type="checkbox"/> 13a. THIS CONTRACT IS A PRATED ORDER UNDER OAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS Minimum: Net 30 days Other: 0% 30 days
GSA, General Products Center Industrial Products Contracting Division (7FXPI-T5) 819 Taylor Street Room 6A24 Fort Worth, TX 76102-6114	SIZE STANDARD See Page 90	14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO CODE	16. ADMINISTERED BY CODE
To be shown on each order issued under any contract Resulting from this solicitation.	See attached page 1A of any contract resulting from this solicitation.

17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS The Trane Company 4833 White Bear Parkway St. Paul, Minnesota 55110 651-407-4000 TELEPHONE NO. 651-407-4197 FAX NO. 00-521-1326 DUNS	18a. PAYMENT WILL BE MADE BY CODE
See Block 15.	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN BY BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> 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 beginning on page 2.

25. ACCOUNTING AND APPROPRIATION DATA See Block 15	26. TOTAL AWARD AMOUNT (For Gov. Use Only) INDEFINITE
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jay Althof, Vice President and General Manager	30b. DATE SIGNED October 22, 1999	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
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32a. QUANTITY (IF CONTRACT HAS BEEN) <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
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36. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	37. DATE	37. CHECK NUMBER
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)	42b. RECEIVED BY (Signature)	42c. DATE REC'D (MM/DD)	42d. TOTAL CONTAINERS
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7FXG-T5-99-6302-B

This page reserved for use at time of [redacted] applicable.

B-FSS-96 ESTIMATED SALES (JAN 1994) (DEVIATION)

"Estimated Sales" column of the Schedule of Items shows (1) a twelve month reading of purchases in dollars as reported by contractor(s), or (2) estimates of the anticipated volume where the item is new. Special attention should be given to clause 552.212-70, Preparation of Offer.

NOTE REGARDING OVERSEAS COVERAGE

OFFERORS DESIRING TO OFFER OVERSEAS COVERAGE ARE REQUIRED TO SPECIFY WHICH ITEMS ARE OFFERED. PROPOSED TERMS FOR OVERSEAS COVERAGE MUST BE SPELLED OUT SEPARATELY FROM PROPOSED TERMS FOR DOMESTIC COVERAGE. PLEASE BE CERTAIN TO SPECIFY WHICH REGIONS OF THE WORLD YOU DESIRE TO COVER.

I AM OFFERING OVERSEAS COVERAGE: _____

INDICATE BELOW THE GEOGRAPHIC AREAS/COUNTRIES/ZONES WHICH ARE INTENDED TO BE COVERED:

INDICATE IN THE CHART BELOW THE ITEMS BEING OFFERED. BE SURE TO INDICATE IN YOUR COVER LETTER THE DISCOUNTS AND CONCESSIONS BEING OFFERED THE GOVERNMENT.

ESTIMATED SALES (ANNUAL)	SPECIAL ITEM NO.	SUPPLIES OR SERVICES	IDENTIFY EACH TO A LOG AND PRICE LIST BY MANUFACTURER, BRAND NUMBER AND DATE	TIME OF DELIVERY (DAYS ARO)
\$4,000,000	246-20	Miscellaneous Alarm and Signal Systems		
	(1)	Process Monitoring/Fault Reporting Devices or systems; which monitor pressure levels, flow rates, temperatures, leaks		
	(2)	Hazard indicating alarm devices or systems for the detection of toxic gases, flammable gasses		
	(3)	Audible/Visual warning/signaling devices including radio alarm equipment (excluding those for vehicular use)		
	(4)	Patient Wandering Systems		
\$100,000	246-23	Anti-Theft material alarm control systems for detection of property		
\$1,700,000	246-25	Fire Alarm Systems (does not include fire suppression devices)		
\$1,100,000	246-35	Access Control Systems		
	(1)	Door entry control by card access; magnetic proximity, etc.		
	(2)	Door entry control by touch access, dial, digital, keyboard, keypad, etc.		
	(3)	Parking Access Control		
	(4)	Emergency exit door access/alarm systems for security and/or fire safety		
	(5)	Vehicular arrest/security barrier systems		
	(6)	Other Access Control Systems		
Unknown	246-36	Locking Devices (Including Padlocks and Electronic Locks not covered by SIN 246-35)		

\$600,000	246-40	Intrusion Alarms and Signal Systems including audible and visual warning devices (No personal alarms)		
\$4,000,000	246-42	Facility Management Systems including accessories and repair parts. Computerized systems for surveillance, monitoring, controlling, signaling, and reporting multiple functions		
	(1)	Security functions, i.e. - access control, fire detection, intrusion, etc.		
	(2)	Energy Management functions/building automation systems, i.e. - lighting, heating, air conditioning, etc.	See Pricelist, effective July 1, 1999	28
	(3)	Systems capable of both security functions and energy management functions		
\$200,000	246-99	Introduction of New Products		

SIN 246-51 INSTALLATION REQUIRING CONSTRUCTION

DEFINITIONS: Installations which require construction, as defined in FAR 36.102.

Note: Ancillary services involving installation which do not meet the definition of construction as defined in FAR 36.102 shall be covered under SIN 246-50.

Contractors may subcontract installation under this special item number, unless specifically prohibited by the contracting officer issuing the order against the Multiple Award Schedule contract. Contractors are responsible for insuring that the scope of work is completed and all warranties are honored. Subcontractors must be licensed and bonded. Compliance with all local laws, regulations and ordinances are the responsibility of the prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors, at any tier or level. The Government reserves the right to apply liquidated damages whenever the required delivery is not met. All Construction Contract Clauses and Davis-Bacon regulation as shown in the solicitation will apply. In addition, the contracting officer for the ordering agency may insert any unique requirements for the job, including employee suitability determination requirements (security checks), into the scope of work.

It is the agency's responsibility to define the scope of work required for installation, and to comply with the Construction Contract Clauses and Davis-Bacon regulations. Performance clauses will be modified for each job by the requiring agency. Contractors shall quote prices based on the agency's scope of work. Quotes shall detail separate line items for product, ancillary services and/or installation involving construction. All payments and orders must be placed with the prime contractor. All construction work must be guaranteed for any defect in workmanship and materials. The agency will determine the best value to the Government based on the quotations received. The contracting officer for the ordering agency shall be responsible for obtaining pricing information and the negotiation and award of the installation required by the scope of work. The contracting officer for the ordering agency shall be responsible for determining the prices is fair and reasonable. The ordering agency is responsible for all administration of orders issued under this Special Item Number. Agency orders should detail installation requiring construction as a separate line item.

WHEN CONSTRUCTION, ALTERATION OR REPAIR OF PUBLIC BUILDINGS OR PUBLIC WORKS IS INVOLVED UNDER THIS SIN, ALL RELEVANT CONSTRUCTION CONTRACT CLAUSES AND DAVIS-BACON ACT PROVISIONS WILL APPLY. AWARDED CONTRACTS WILL CONTAIN SPECIFIC CLAUSES PERTINENT TO THIS SPECIAL ITEM NUMBER.

OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH SYSTEMS OFFERED UNDER THIS SCHEDULE. THE PRINCIPAL PURPOSE OF THIS SCHEDULE IS FOR THE PURCHASE OF ALARM AND SIGNAL SYSTEMS/FACILITY MANAGEMENT SYSTEMS.

CHECK HERE IF OFFERING INSTALLATION REQUIRING CONSTRUCTION _____

246-52 PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICES

includes, but is not limited to: Security Consulting/Training and Facility Management Consulting. Professional Services ordered under this SIN shall be for the support of security systems (including access control, intrusion alarms, fire alarm systems, etc.) and Facility Management Systems (including security and energy management) only. Excludes personal services.

Offerors should submit their method of commercial pricing for any proposed professional services. The Government anticipates award based on the offeror's commercial pricing policies. Other pricing methods may be evaluated.

Tasks for these and related services may be ordered. Orders shall be placed in accordance with Ordering Procedures for Services at an Hourly Rate. A copy of these procedures is attached to this solicitation.

Prime contractors may subcontract services ordered under this Special Item Number unless specifically prohibited by the contracting officer issuing the delivery order against this Multiple Award Schedule contract. The prime contractor shall be responsible, accountable, and liable for all work performed by any subcontractor, level, or tier.

Past Performance - In order to assist the Government in assessing an offeror's past performance, each company responding to this solicitation is required to have Dun and Bradstreet (D&B) complete a Past Performance Evaluation Report on that that firm. The request to D&B must be made prior to submission of a proposal. Each offeror must submit, with its proposal, a completed copy of the past performance evaluation sent by the offeror to Dun and Bradstreet. Any charges associated with the Past Performance Evaluation Report will be paid by the offeror.

CHECK HERE IF OFFERING PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICES

SIN 246-53 SYSTEM LEASING

System Leasing. Agreement is for leasing only, and Government will not acquire title to any equipment leased. Equipment will be leased for the life of the leasing arrangement as specified in the delivery order. The initial term of the leasing agreement is from the date of the equipment acceptance through September 30 of the fiscal year in which the order is placed, unless the ordering office has funding which exceeds a Government fiscal year. Leases executed shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Renewal of a lease will be subject to availability of funding. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed. If the Government exercises its option to renew the leasing order, as renewed, it shall include an option to renew until the expiration of the leasing agreement.

The following terms apply to leasing:

Base Value: The schedule price plus any agreed upon amounts under Special Item Numbers 246-50 or 246-51 (Ancillary Services or Installation Requiring Construction). Should this Special Item Number be awarded to company that does not have product elsewhere in this schedule, base values will be negotiated prior to award of this special item number. For contractors that have product For Lease to Ownership, the base value will be the contract purchase price (less any discounts). For Lease With Option to Own, the base value will be the agreed upon purchase price, less a mutually agreed upon residual value for the products.

Residual Value: Prior to the placement of an order under this Special Item Number, the Government ordering office and the contractor must agree on the residual value. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

Lease Rate: The Government contemplates negotiation of the lease rate using a defined spread over a risk free rate (such as a T-Note or T-Bill). Other methods may be proposed by the offeror and will be considered if advantageous to the Government. The lease rate will be negotiated between the contractor and the Government prior to the award of this Special Item Number.

Lease payments shall be determined utilizing the aforementioned variables via a programmed business calculator or by using the "rate" functions provided in commercial computer spreadsheets (e.g., Excel, Quattro, or Lotus 1-2-3).

Equipment leased under this agreement may be terminated at any time during the fiscal year. Equipment shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment, except as provided in the leasing agreement, and shall hold the equipment subject and subordinate to the rights of the Contractor.

Suggested leasing options are: Lease to Ownership and Lease With Option to Own. Other lease options may be proposed and accepted if determined in the best interests of the Government.

Further terms and conditions for leasing are found on pages 9-12 of this solicitation.

The Government reserves the right to consider any additional leasing methodology utilized by the commercial marketplace. Such methodology may be accepted if it is determined to be in the best interest of the Government.

CHECK HERE IF OFFERING SYSTEM LEASING _____

TERMS AND CONDITIONS APPLICABLE TO SCHEDULE 46-53 LEASING**1. STATEMENT**

a. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government, as lessee, anticipates fulfilling the leasing agreement. The Government, upon issuance of the delivery order, contemplates the use of the equipment for the life of the lease (N months as specified in the delivery order). However, unless the ordering office has funding which exceeds a Government fiscal year, the initial term of the leasing agreement is from the date of the equipment acceptance through September 30 of the fiscal year in which the order is placed.

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

2. LEASING OPTIONS

The Government will consider proposals for leasing options which the Contractor believes will have application in the Government. Only those vendor proposed options which are considered to represent good value will be accepted. The following leasing options are suggested :

- a. Lease to Ownership (Capital Lease)
- b. Lease with Option to Own (Operating Lease)
- c. Lease of a Solution

Other types of leasing options may be considered if determined in the best interest of the Government.

3. ORDERS AND PERIODS OF LEASING ARRANGEMENTS

a. Orders placing equipment under a leasing arrangement must specify the applicable leasing option under which the equipment is being leased.

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

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

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

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

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

e. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this price list.

4. MAINTENANCE AND INSTALLATION

a. Maintenance and installation, when applicable, normally are not included in the charge for leasing. The Government may obtain installation and/or maintenance from the Contractor or from other sources, including Government performed installation and/or maintenance.

b. When installation and/or maintenance is to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

a. Prior to the placement of an order under this Special Item Number, the Government ordering office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: _____

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering agency and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. above.

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

$$\text{Financial Cost for Residual} = R \times (I \times T)$$

WHERE: R = Residual Value
I = Annual Interest Rate
T = Term in months (T/12)
T = Term in years

In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment. Upon request by the Government, the Contractor will provide a quotation of the lump sum payment amount, in accordance with the following Title Acquisition Formula; such quotation shall be effective only if the order is received by the Contractor during the month of the applicable quotation.

TITLE ACQUISITION FORMULA =

$$\left[X - \frac{X}{(1 + \text{RATE})^N} \right] - \text{Residual Value} - \text{Financial Cost for Residual}$$

_____ RATE _____

WHERE: X = Lease monthly charge

N = Number of months in original lease term less the number of full, unabated lease monthly charges received by the Contractor prior to exercise of option.

6. LEASE END/DISCONTINUANCE OPTIONS

Upon written notice, at least thirty (30) days prior to expiration of the lease term, and provided the Government is not in default, the Government may:

- a. exercise the purchase option set forth in the lease (5.d above);
- b. enter into a new lease agreement (5.c above);
- c. return the equipment to the Contractor at the expiration date of the lease pursuant to paragraph 12.

7. UPGRADES AND ADDITIONS

a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:

- (1) can be removed without causing material damage to the equipment;
- (2) do not reduce the value of the equipment; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

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

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

c. Any Additions which are not so removable will become the Contractor's property (lien free).

8. RISK OF LOSS OR DAMAGE

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

9. TITLE

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

10. TAXES

Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Notwithstanding the provisions of 3.b(1) and (2), equipment leased under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's convenience.

RETURN OF EQUIPMENT

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

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

246-54 GUARD SERVICES

Guard services shall be provided as required in the agency task order. The following categories are requested as a minimum:

Court Security Officer	Supervisor*
Court Security Officer (Overtime Billing Rate)	Project Manager*
Guard I	Assistant Project Manager*
Guard II	
Security Clerk	

The offeror may also propose additional categories relating to guard services, as appropriate.

*Not covered by the Service Contract Act.

Guards provided shall meet all federal, state, and local requirements. Contractors shall comply with all requirements of the Service Contract Act, as specified elsewhere in this solicitation. Wage determinations shall be incorporated into resultant contracts at the time of award. It is the intent of the contracting officer to establish the contract using wage determinations for major metropolitan areas and add wage determinations for new areas as the need arises using the Modifications Clause of this contract. The contracting officer shall maintain an active file of current wage determinations for use by both contractors and customer agencies should questions arise.

The Government desires to attain nationwide coverage under resultant contracts. However, offerors will be allowed to propose coverage on a metropolitan area or regional basis. Small businesses and others unable to provide nationwide coverage are encouraged to submit offers for metropolitan or regional areas.

Offerors shall specify which locations they propose to provide guard services and propose pricing for that location on a per-person, per-hour basis. **SEE SPECIAL INSTRUCTIONS FOR PRICING SERVICES ON THE NEXT PAGE.**

Orders shall be placed in accordance with **Ordering Procedures for Services at an Hourly Rate.** A copy of these procedures is attached to this solicitation.

Past Performance – In order to assist the Government in assessing an offeror's past performance, each company responding to this solicitation is required to have Dun and Bradstreet (D&B) complete a Past Performance Evaluation Report on that firm. The request to D&B must be made prior to submission of a proposal. Each offeror must submit, with its proposal, a completed copy of the past performance evaluation sent by the offeror to Dun and Bradstreet. Any charges associated with the Past Performance Evaluation Report will be paid by the offeror.

CHECK HERE IF OFFERING GUARD SERVICES _____

SPECIAL INSTRUCTIONS FOR PRICING SERVICES

price proposal shall consist of an Original, clearly marked "Original" and one copy clearly marked "Copy."

To support the prices proposed, the pricing proposal shall include sufficient information for each service offered to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.403-1(b).

Travel costs shall be negotiated individually on an as needed basis. Prices must not include the cost of travel or reimbursement of travel expenses. **The contractor shall notify the ordering agency, in writing, of any requirement for reimbursement of transportation and per diem expenses prior to the acceptance of the order.** The notification shall include a "not to exceed" estimate of these proposed costs. Any applicable indirect costs associated with the transportation and per diem expenses will be charged at a rate negotiated prior to the using agency's delivery order. Contractors shall be reimbursed only for incurred costs that are at or below the "not to exceed" amount.

Costs for transportation, lodging, meals, and incidental expenses incurred by the contractor's personnel on official company business are allowable subject to the limitations contained in FAR 31.205-46, Travel Costs.

Airfare shall be based upon the lowest available cost – coach or economy airfare. The use of any airfare other than coach or economy must be approved in writing in advance by the ordering agency's contracting officer.

Pricing for these Services must be substantiated by one of the following methods:

- Established commercial catalog prices (published and dated pricelists); if the firm does not have a published and dated price list, the firm may utilize data in the form of internal business memorandums, quote sheets, etc.
- If pricing cannot be supported by commercial pricing information, the firm should provide limited cost data which is not certified. This data should show how the offeror arrived at the proposed price, e.g. hourly rate + overhead + G&A + fee = the proposed rate for each labor category. The data may include all direct costs, indirect costs, profit, and other factors that contribute to the proposed total price.

Prices should be provided on an daily (8 hour day)/hourly basis for each proposed location. The preferred method of purchase under this solicitation is firm fixed price. The firm fixed price shall be based on the hourly rates offered in the schedule contract or the hourly rates negotiated by the ordering agency. All material must be covered under this contract, with teaming arrangements, or any other Federal Supply Schedule contract.

All firms submitting a proposal must complete the Commercial Sales Practices Format (CSP-1) in accordance with the Commercial Sales Practice Instructions (Also See Clause 552.212-70, Preparation of Offer – Multiple Award Schedule).

Commercial pricing for services proposed under this SIN shall be submitted for the initial period only. Future price increases are subject to the Economic Price Adjustment Clause.

For services not on a commercial price list, the offeror must provide pricing for each individual year of the five year base period. The bases for the option year pricing will be negotiated at the time of the initial award.

Offerors are required to include the 1% Industrial Funding Fee (IFF) in the prices submitted with their offer (See Clause 552.238-77). The IFF will be included in the award price(s) and reflected in the total amount charged to ordering activities.

PAST PERFORMANCE EVALUATION REPORT BY DUN AND BRADSTREET

REQUIRED FOR SINS 246-52 PROFESSIONAL SERVICES AND 246-54 GUARD SERVICES ONLY

Fax Request to: Lori Pinkerton
Dun and Bradstreet Information Services
FAX Number: 610-807-1075
Attn: Past Performance Evaluation Fulfillment

SECTION ONE
ABOUT YOUR COMPANY

Please prepare and distribute a Past Performance Evaluation Report on my company, as listed below:

Company Name: _____

Address: _____ City/State/Zip: _____

Phone Number: _____

FAX Number: _____

Point of Contact: _____

SECTION TWO

THE RECEIPT OF THE INFORMATION.

Provide one copy of the Past Performance Evaluation Report on my company to the following:

General Services Administration
Federal Supply Service
General Products Center (7FXPI-T5)
819 Taylor St. Rm 6A24
Ft. Worth, TX 76102

SECTION THREE

PAYMENT INFORMATION

- Bill to my Credit Card:
 - American Express
 - Visa
 - Mastercard

Card Number: _____
Expiration Date: _____
Signature
Of Card Holder: _____

Payment Enclosed - See attached check.

Bill Me - Send invoice to the address in Section One.

I agree to pay \$125 for the preparation/distribution of my Past Performance Evaluation Report, a copy of which will be provided both to my company and the company identified in Section Two above.

QUESTIONS? Call 800-999-3867 x 7862, and ask for information about the Past Performance Evaluation Report. Also, more information on Past Performance Evaluation performed by D&B can be accessed in the Internet at <http://www.dnb.com>.

This form is for ordering a Past Performance Evaluation Report as required by GSA. A Past Performance Evaluation Report will be sent directly to GSA for a fee of \$125. Past Performance Evaluation Reports are furnished subject to the following conditions:

1. You understand that the report requested us to be sent directly to GSA and to you;
2. You understand that D&B does not guarantee or warrant the information and you agree that even if D&B is negligent in preparing the information, D&B shall not be liable to you or your company or business for any loss resulting from reliance on it;
3. If for any reason a court holds D&B liable based on reliance of the information the amount of such liability shall not exceed \$10,000;

The information provided to and received by D&B may be maintained by D&B, but D&B will never sell the information.

PERFORMANCE EVALUATION REVIEW

Please provide 20 of your customers to be surveyed.

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

Customer Name: _____

Name of Contract: _____
City/State _____ Phone: _____

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

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.

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

Addendum to 52.212-4

52.203-3

GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

- (a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.
- (b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

- (a) 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 exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.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.

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:
 - *__0__* percent increase
 - *__0__* percent decrease


This increase or decrease shall apply to the quantities specified in each order issued under any contract resulting from this solicitation.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

PLACE OF PERFORMANCE

NAME AND ADDRESS OF OWNER AND
OPERATOR OF THE PLANT OR

(Street Address, City, State, ,
Zip Code)
Not Applicable

FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT
Not Applicable

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—AUG 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
- (1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule);
 - (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Table 515-1 of the GSA Acquisition Regulation; or submit information in the Offeror's own format.
 - (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.
- (1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
 - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

- (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

52.216-18 ORDERING (OCT 1995) (VARIATION—OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated. Such orders may be issued during the contract term.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods only if authorized in the contract.

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION III—MAR 1998)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

246-20, 246-25, 246-35, and 246-40	\$75,000/\$100,000/\$150,00
246-23	\$25,000/\$50,000/\$75,000
246-42	\$100,000/\$150,000/\$200,000
246-36	\$50,000
246-99	\$100,000
246-52	\$200,000
246-53	\$200,000
246-54	\$200,000

Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the

item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause—

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

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

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

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

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

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

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

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of—
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
 - (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns; and
 - (iv) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

- (5) A description of the methods used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Assistance Network (PRONET) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBzone small, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRONET as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small disadvantaged business source list. Use of PRONET and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns; and
 - (iv) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (C) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (D) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (E) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations; and
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
- (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

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

- (1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
- (1) the master plan has been approved,
 - (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and
 - (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

- (2) Standard Form 295 Primary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (AUG 1998)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR CONTRACTS (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including relevant information, to the Contracting Officer.

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

- (a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

- (b) **Applicability.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.
- (c) **Compensation.** (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.
- (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final

determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage

determination attached to the contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

- (n) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act—
 - (A) Name and address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by

law or Regulations, 29 CFR 4), rebate, or kickback on account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government prime Contractor under this or any other Government contract with the prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may either enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Ruling and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
- (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531.

However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

- (2) An increase or decrease in the determination otherwise provided to the contract by operation of law; or
- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**52.222-49 SERVICE CONTRACT ACT—PLACE OF PERFORMANCE UNKNOWN
(MAY 1989)**

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: "_____" (insert places or areas). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by "_____" (insert time and date).
- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

- (a) Unless advance written approval of the Contracting Officer is obtained, 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 by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.
- (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 agrees to include the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

52.232-17 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment:
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or

- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- (f) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.247-29 F.O.B. ORIGIN (JUN 1988) (APPLIES TO OVERSEAS COVERAGE ONLY)

- (a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered—
 - (1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
 - (2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
 - (3) To a U.S. Postal Service facility; or
 - (4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).
- (b) The Contractor shall—
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
 - (2) (i) Order specified carrier equipment when requested by the Government; or

- (ii) If not specified, or appropriate carrier equipment excess of capacity to accommodate shipment;
- (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
- (4) Be responsible for any loss of and/or damage to the goods—
- (i) Occurring before delivery to the carrier;
 - (ii) Resulting from improper packing and marking; or
 - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
- (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show—
- (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
 - (iii) Lengths and capacities of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
 - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
 - (vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and
- (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:
- (1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

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

52.247-34 F.O.B. DESTINATION (NOV 1991) (APPLIES TO DOMESTIC COVERAGE ONLY)

(a) The term "f.o.b. destination," as used in this clause, means—

- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

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

552.211-77 PACKING LIST (FEB 1996)

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

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

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

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

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
ALL ITEMS	60 days ARO	28 days

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

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION—OCT 1984)

- (a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any freight carload or trailer load (piggyback) shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.
- (b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.
- (c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.
- (d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991) (APPLIES TO OVERSEAS COVERAGE ONLY)

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
- (e) Loss and damage claims will be processed by the Government.

52.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

ITEM OR GROUP OF ITEMS
(Special Item No. of nomenclature)

Expedited delivery time
(Hours/Days ARO)

All items on Pricelist

Negotiated between

contracting officer and

offeror.

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

552.211-82 NOTICE OF SHIPMENT (FEB 1996)

If specified in an order placed under this contract, the Contractor shall, at the time each shipment is made on such order, furnish a notice of shipment to either the consignee or the ordering office or both, as specified. This requirement may be satisfied by completion and return of appropriate forms furnished by the ordering office or by the furnishing of copies of bills of lading, freight bills, or similar documents in accordance with normal commercial practice if such document clearly identifies the order number, items and quantities shipped, date of shipment, point of origin, method of shipment and routing, and the name of initial carrier.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAR 1998) (LOCAL DEVIATION)

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:

- * X * 552.203-70 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
- * * 552.219-71 Allocation of Orders—Partially Set-Aside Items
- * * 552.228-75 Workmen's Compensation
- * * 552.229-70 Federal, State, and Local Taxes
- * X * 552.232-8 Discounts for Prompt Payment
- * * 552.232-23 Assignment of Claims (see full text version)
- * * 552.232-70 Invoice Payments (see full text version)
- * * 552.232-77 Availability of Funds
- * * 552.232-78 Adjusting Payments
- * * 552.232-79 Final Payment
- * * 552.237-70 Qualifications of Offerors

* _____ *	552.237-71	Notifications of Employees
* _____ *	552.238-72	Contractor's Report of Sales (see full text version)
* _____ *	552.238-74	Submission and Distribution of Authorized FSS Schedule Price List (see full text version)
* _____ *	552.238-76	Price Reductions (see full text version)
* _____ *	552.242-70	Status Report of Orders and Shipments
* _____ *	552.243-72	Modifications (Multiple Award Schedule) (see full text version)
* _____ *	552.246-73	Warranty—Multiple Award Schedule (see full text version)
* _____ *	552.246-76	Warranty of Pesticides

552.211-74 CHARGES FOR MARKING (FEB 1996)

The rate provided for in paragraph (b) of 48 CFR 552.211-73, Marking, is \$40.00 per man-hour or fraction thereof.

552.216-71 ECONOMIC PRICE ADJUSTMENT (FEB 1996) (ALTERNATE I—JAN 1989) (LOCAL DEVIATION)

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 result from a reissue or other modification of the Contractor's commercial catalog price list 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/price list 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.

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

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d), above, 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 catalogs/price list have been mailed to the addressees previously furnished by the 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.

552.216-73 PLACEMENT OF ORDERS (JUN 1994) (ALTERNATE II—FEB 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.

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 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
Systems Inventory and Operations Management Center (FCS)
Washington, DC 20406

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

552.216-74 ORDERING INFORMATION (JUN 1994) (ALTERNATE II—JUN 1994)

- (a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI). See pages 51a-51e for list of Trane Sales Offices that will receive orders placed by FSS.
- (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.

Juri Lazdins, Selbre Associates, Inc.
7315 Wisconsin Ave., 110 East, Bethesda, Md. 20814
301-907-7323

- (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. See attached pages 51a-51e with list of facsimile numbers for Trane Sales Offices.
- (d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed. See attached pages 51a-51e for list of addresses of Trane Sales Offices.

TRANE SALES OFFICES

AKRON, CANTON, OH
 (330) 896-9358
 FAX: (330) 896-4158
 3500 Massillon Rd. Suite 300
 Uniontown, Ohio 44685

ALBANY, NY
CENTRAL NEW YORK
 (518) 785-1315
 FAX: (518) 785-4358 - Sales
 301 Old Niskayuna Road
 Latham, New York 12110-2214

ALBUQUERQUE, NM
 (505) 884-2044
 FAX: (505) 884-2449
 3411 Girard NE
 Albuquerque, New Mexico 87107

ALLENTOWN, PA
 (610) 264-5156
 FAX: (610) 264-2480
 801 3rd Street
 Whitehall, Pennsylvania 18052

ANCHORAGE, AK
 (907) 561-1577
 FAX: (907) 563-4013
 701 Sesame Street, Suite #102
 Anchorage, Alaska 99503

APPLETON, WI
 (920) 734-4531
 FAX: (920) 734-2044
 3225 W. Spencer Street
 P.O. Box 24
 Appleton, Wisconsin 54912

ASHEVILLE, NC
 (828) 277-8664
 FAX: (828) 277-5848
 53 Shiloh Rd
 Asheville, NC 28803

ATLANTA, GA
 (See also area offices Augusta and
 Macon listed below)
 (404) 321-7500 - Receptionist
 FAX: (404) 636-5204
 2677 Buford Highway NE
 Atlanta, Georgia 30324-3239

AUGUSTA, GA
 (706) 738-8157
 FAX: (706) 733-7842
 3342 Commerce Drive
 Augusta, Georgia 30909

MACON, GA

(912) 743-5429
 FAX: (912) 743-2731
 780 Baconfield Drive
 Building 2, Suite 106
 Macon, Georgia 31211-1402

AUSTIN, TX
 (512) 416-8822
 FAX: (512) 416-8894
 4109 Todd Lane
 Suite #8
 P.O. Box 18626 (78760-8626)
 Austin, Texas 78744

BALTIMORE, MD
 (410) 252-8100
 FAX: (410) 252-7330
 9603 Deereco Road, Suite 400
 Timonium, Maryland 21093-6920

BATON ROUGE, LA
 (225) 298-4280
 FAX: (225) 291-9472
 4233 Rhoda Drive (70816)
 P.O. Box 87158
 Baton Rouge, Louisiana 70879-0158

BILLINGS, MT
 (406) 248-4882
 FAX: (406) 248-5196
 3311 4th Ave. North Suite #4 (59101)
 P.O. Box 22742
 Billings, Montana 59104

BIRMINGHAM, AL
 (205) 802-4800
 FAX: (205) 802-4814 or 4818
 1900 28th Avenue S., Suite 200
 Birmingham, Alabama 35209

BOSTON, MA
 (781) 938-9700 - Sales & Service
 FAX: (781) 938-8912
 P.O. Box 3267
 225 Wildwood Avenue
 Woburn, Massachusetts 01888-2267

BUFFALO, NY (TSO)
 (716) 626-1260
 FAX: (716) 626-9412
 45 Earhart Drive, Suite 103
 Buffalo, New York 14221

CAPE GIRARDEAU, MO
 (573) 334-0591
 FAX: (573) 334-0680
 429 Optimist Drive
 Cape Girardeau, Missouri 63701

CHARLESTON, SC
 (843) 747-1901
 FAX: (843) 747-8564

1006 Bankton Dr., Suite B
 Hanahan, South Carolina 29406-2926

CHARLESTON, WV
 (304) 346-0549
 FAX: (304) 346-8920
 540 Broad St. (25301)
 P.O. Box 827
 Charleston, West Virginia 25322

CHARLOTTE, NC
 (704) 525-9600
 FAX: (704) 525-8582 - Sales
 801 Pressley Road, Suite 100
 P.O. Box 240605 (28224)
 Charlotte, North Carolina 28217

CHATTANOOGA, TN
 (423) 296-1506
 FAX: (423) 510-9664
 6138 Preservation Dr., Suite 500
 Chattanooga, Tennessee 37416

CHICAGO, IL
 (630) 734-3200
 FAX: (630) 323-8040 - Sales
 7100 Madison
 Willowbrook, Illinois 60521

CINCINNATI, OH
 (513) 621-7126
 FAX: (513) 621-5299
 1807 Dalton Street
 Cincinnati, Ohio 45214

CLEVELAND, OH
 (440) 248-3400
 FAX: (440) 349-6980
 31200 Balnbridge Road
 P.O. Box 39290
 Solon, Ohio 44139

COLORADO SPRINGS, CO
 (719) 599-3900
 FAX: (719) 266-0200
 4242 N. Nevada Ave.
 Colorado Springs, Colorado 80907

COLUMBIA, SC
 (803) 936-4700
 FAX: (803) 936-4800 - After Hours
 111 Lott Court
 West Columbia, South Carolina 29169

COLUMBUS, OH
 (614) 291-2100
 FAX: (614) 297-8700
 810 West 3rd Avenue
 Columbus, Ohio 43212-3105

TRANE SALES OFFICES

DALLAS, TX (TSO)
 (972) 406-6000
 FAX: (972) 243-1398
 21 Diplomat Drive
 Box 814809 (75381-4609)
 Dallas, Texas 75234

DAVENPORT, IA
 (319) 391-0300
 FAX: (319) 391-0277 - Sales
 Mailing Address:
 P.O. Box 2747
 Davenport, Iowa 52809
 Shipping and Office Location:
 21096 Holden Dr.
 Davenport, Iowa 52804

DAYTON, OH
 (937) 264-4343
 FAX: (937) 264-4350
 815 Falls Creek Drive
 P.O. Box 670
 Vandalia, Ohio 45377-0670

DENVER, CO (TSO)
 (303) 228-3300
 FAX: (303) 228-2828
 445 Bryant St.
 Unit 5
 Denver, Colorado 80204

DES MOINES, IA
 (515) 270-0004
 FAX: (515) 270-3835
 10170 Hickman Ct.
 Des Moines, Iowa 50325

DETROIT, MI
 (248) 477-0500
 FAX: (248) 477-3921 - Sales
 37525 Interchange Drive
 Farmington Hills, Michigan 48335

EL PASO, TX
 (915) 593-3484
 FAX: (915) 593-3490
 9401 Carnegie, Suite 2D
 El Paso, Texas 79925

EVANSVILLE, IN
 (812) 477-5329
 FAX: (812) 477-1025
 401 North Weinbach Avenue
 Evansville, Indiana 47711-6011

FAIRMONT, WV
 (304) 366-6210
 (304) 366-6248
 Fourth Street
 P.O. Box 1086
 Fairmont, West Virginia 26554

FARGO, ND
 (701) 235-0521
 FAX: (701) 293-3136
 2301 12th Street N., Suite A
 Fargo, North Dakota 58102

FLINT, MI
 (810) 767-7800
 FAX: (810) 767-9058
 5335 Hill 23 Drive
 Flint, Michigan 48507

FORT COLLINS, CO
 (970) 490-1052
 FAX: (970) 490-1191
 813 Smithfield Drive, Unit A
 Fort Collins, Colorado 80524

FORT MYERS, FL
 (941) 275-9420
 FAX: (941) 275-9775
 8461 Topaz Court
 Fort Myers, Florida 33912

FORT WAYNE, IN
 (219) 489-0884 - Sales
 FAX: (219) 489-5117
 508 Incentive Drive
 Fort Wayne, Indiana 46825

FORT WORTH, TX
 (817) 838-1300
 FAX: (817) 831-9135
 6320 Airport Freeway
 Fort Worth, Texas 76117

FRESNO, CA
 (559) 490-7895
 FAX: (559) 490-3787
 2039 No. Fine
 Fresno, California 93727

GOVERNMENT AFFAIRS
 (703) 525-4015
 FAX: (703) 525-0327
 1501 Lee Highway
 Suite 140
 Arlington, Virginia 22209-1109

GRAND RAPIDS, MI
 (616) 243-5324 - Sales & Service
 FAX: (616) 243-8791
 3353 Louma Drive S.E.
 Grand Rapids, Michigan 49548-2279

GREAT FALLS, MT
 (406) 727-5111
 FAX: (406) 761-5173
 422 9th Street S. (59401)
 P.O. Box 2642
 Great Falls, Montana 59403

GREENSBORO, NC
 (336) 376-0570

(336) 274-7487 - Sales
 1515 Church Street (27405)
 P.O. Box 13597 (27415-3587)
 Greensboro, North Carolina

GREENVILLE, SC
 (864) 672-6000 - Sales
 FAX: 864-672-6001 - Sales
 288 Fairforest Way
 Greenville, South Carolina 29607

HARRISBURG, PA
 (717) 652-4261
 FAX: (717) 652-5155
 2670 Interstate Drive
 Harrisburg, Pennsylvania 17110-9601

HARTFORD, CT
 (860) 678-3300
 FAX: (860) 677-6240
 Shipping:
 135 South Rd.
 Farmington, Connecticut 06032
 Mailing:
 P.O. Box 977
 Farmington, Connecticut 06034

HONOLULU, HI (TSO)
 (808) 845-6662 - Sales
 FAX: (808) 845-2168 - Sales
 330 Sand Island Access Road
 Honolulu, Hawaii 96819

HOUSTON, TX (TSO)
 (713) 266-3900 - Equipment Sales
 FAX: (713) 266-7011 - Sales
 10555 Westpark Drive
 Houston, Texas 77042

HUNTSVILLE, AL
 (256) 837-1030
 Fax: (256) 837-2058
 4910 Commercial Drive
 Suite D
 Huntsville, Alabama 35816

INDIANAPOLIS, IN
 (317) 255-8777
 FAX: (317) 251-8558
 5175 E. 65th Street
 Indianapolis, Indiana 46220

JACKSON, MS
 (601) 956-9211
 FAX: (601) 957-9340
 Mailing address:
 P.O. Box 1557
 Ridgeland, Mississippi 39158
 Office location:
 746 S. Ridgewood Road
 Ridgeland, Mississippi 39157

JACKSONVILLE, FL (TSO)

TRANE SALES OFFICES

(904) 363-6088
 FAX: (904) 363-1134
 8929 Western Way Suite 1
 Jacksonville, Florida 32256

JOHNSON CITY, TN
 (423) 282-3108
 FAX: (423) 282-3158
 926 West Oakland Ave.
 Suite 226
 P.O. Box 3309 CRS
 Johnson City, Tennessee 37602

KANSAS CITY, MO
 (913) 599-4664 - Sales/Service
 FAX: (913) 599-4668
 8317 Melrose Drive
 Lenexa, Kansas 66214

KNOXVILLE, TN
 (423) 588-0607, 8 & 9
 FAX: (423) 588-0600
 Mailing Address:
 P.O. Box 10026
 Knoxville, Tennessee 37939
 Office Location:
 3939 Pepermill Dr.
 Knoxville, Tennessee 37909

LANSING, MI
 (517) 337-6517
 FAX: (517) 337-9493
 411 W. Lake Lansing Rd., Suite B 120
 East Lansing, Michigan 48823

LAS VEGAS, NV
 (702) 876-7530
 FAX: (702) 876-5106
 3040 S. Valley View Blvd.
 Las Vegas, Nevada 89102

LEXINGTON, KY
 (606) 514-7000
 FAX: (606) 514-7870
 2432 Fortune Drive, Suite 110
 Lexington, Kentucky 40509-4125

LITTLE ROCK, AR
 (501) 661-0621
 FAX: (501) 661-9109
 1501 Westpark, Suite 9
 Little Rock, Arkansas 72204-2482

LONG ISLAND, NY
 (516) 777-7752
 FAX: (516) 777-7866
 Corporate Plaza, Suite #136
 500 B-County Blvd.
 Farmingdale, New York 11735-3931

LOS ANGELES, CA
 626-913-7123 - Sales
 FAX: (626) 913-7153 - Sales
 17760 Rowland Street
 City of Industry, California 91748

LOUISVILLE, KY
 (502) 499-7000
 FAX: (502) 499-7870
 Bluegrass Industrial Park
 1800 Plantside Drive
 Louisville, Kentucky 40299-1975

LUBBOCK, TX
 (806) 747-0266
 FAX: (806) 744-1033
 2512 Texas Avenue (79405)
 P.O. Box 3963
 Lubbock, Texas 79452

MADISON, WI
 (608) 838-8200
 FAX: (608) 838-6015
 4801 Voges Road, Suite A
 Madison, Wisconsin 53718

LA CROSSE, WI
 (608) 787-3445
 FAX: (608) 787-4644
 2727 South Avenue
 La Crosse, Wisconsin 54601

MIAMI, FL (FSO)
 (305) 592-0672
 FAX: (305) 592-0221 - Sales
 Airport Corporate Center
 7415 NW 19 Street, Suite C
 Miami, Florida 33126

MILWAUKEE, WI
 (414) 784-3970
 FAX: (414) 784-3726
 1675 N. Barker Road (53045)
 P.O. Box 230
 Brookfield, Wisconsin (53008-0230)

MOBILE, AL
 (334) 343-9500
 FAX: (334) 342-8477
 3650 Old Shell Road
 Mobile, Alabama 36608

MONTGOMERY, AL
 (334) 269-4900
 FAX: (334) 262-0048
 1714 West 2nd Street
 Montgomery, AL 36106

NASHVILLE, TN
 (615) 242-0311, 242-4880
 FAX: (615) 726-3357

1006 Eighth Avenue So.
 Nashville, Tennessee 37203-4794

NATIONAL ACCOUNTS DEPT.
 (614) 899-5100
 FAX: (614) 892-5456
 2550 Corporate Exchange Drive
 Suite 200
 Columbus, Ohio 43231

NEW HAVEN, CT
 (203) 225-7700 - Sales
 FAX: (203) 225-7729
 Two Corporate Dr, Suite 234
 Shelton, CT 06484

NEW ORLEANS, LA
 (504) 733-6789
 FAX: (504) 731-0833
 530 Elmwood Park Blvd.
 Harahan, Louisiana 70123

NEW YORK, NY
 (212) 688-0066
 FAX: (212) 594-0537
 One Penn Plaza, Suite 4701
 New York, New York 10119-4798

NORFOLK, VA
 (757) 558-0200
 FAX: (757) 558-9715
 1100 Cavalier Blvd.
 P.O. Box 6276
 Chesapeake, Virginia 23323

NORTH JERSEY, NJ
 (973) 887-8800 - Sales & Service
 FAX: (973) 887-8844
 4 Wood Hollow Road
 P.O. Box 436
 Parsippany, New Jersey 07054-0436

OAKLAND, CA
 (510) 433-8940
 FAX: (510) 433-8954
 420 Third Street, Suite 103
 Oakland, California 94607

OKLAHOMA, OK
 (405) 787-2237
 FAX: (405) 767-0752 - Sales
 305 Huddburg Circle
 Oklahoma City, Oklahoma 73108

OMAHA, NE
 (402) 331-7111
 FAX: (402) 331-5200
 5720 S. 77th Street
 Ralston, Nebraska 68127-4202

TRANE SALES OFFICES

ORLANDO, FL (TSO)
 (407) 660-1111
 FAX: (407) 660-0303
 1 N. Keller Road - Suite A
 Orlando, Florida 32810

781-0458
 FAX: (919) 781-9195
 8120 Brownleigh Drive
 Raleigh, North Carolina 27612

576-2500
 FAX: (858) 576-2554
 9555 Chesapeake Drive, Suite 201
 San Diego, California 92123

PEORIA, IL
 (309) 691-4224 - Sales
 FAX: (309) 691-1366
 8718 N. University
 Peoria, Illinois 61615-1681

RAPID CITY, SD
 (605) 342-7929
 FAX: (605) 342-7930
 5271 Rockcross Court
 Rapid City, South Dakota 57702

SAN FRANCISCO, CA (TSO)
 (408) 481-3600
 FAX: (408) 481-3666
 310 Soquel Way
 Sunnyvale, California 94086

PHOENIX, AZ (CSO)
 (602) 258-8600 - Sales & Admin.
 FAX: (602) 253-3801
 850 West Southern Ave
 Tempe, Arizona 85282

RENO, NV
 (775) 856-3343
 FAX: (775) 856-1704
 85 North Edison Way
 Reno, Nevada 89502

SANTA ROSA, CA
 (707) 542-4213 or 4214
 FAX: (707) 542-9206
 c/o North Coast Builder's Exchange
 987 Airway Court, Suite 26
 Santa Rosa, California 95403

PITTSBURGH, PA
 (412) 747-3000
 FAX: (412) 747-4550
 400 Business Center Dr.
 Pittsburgh, Pennsylvania 15205

RICHMOND, VA
 (804) 747-3588
 FAX: (804) 273-0119
 3593 Mayland Ct.
 P.O. Box 70339 (23255)
 Richmond, Virginia 23233

SEATTLE, WA
 ((425) 643-4310
 FAX: (425) 643-4314
 2021 152nd Avenue NE
 Redmond, Washington 98052

PORTLAND, ME
 (207) 828-1777 - Sales & Service
 FAX: (207) 828-1511 - Sales & Service
 30 Thomas Drive
 Westbrook, Maine 04092

ROANOKE, VA
 (540) 563-2828
 FAX: (540) 368-4956
 2343 Highland Farm Road, NW (24017)
 P.O. Box 7107
 Roanoke, Virginia 24019-0107

SHREVEPORT, LA
 (318) 865-6663
 FAX: (318) 861-8481
 P.O. Box 6761
 504 W. 67th Street
 Shreveport, Louisiana 71106

PORTLAND, OR
 (503) 820-8031
 FAX: (503) 839-1454
 Mailing Address:
 P.O. Box 23579
 Tigard, Oregon 97281
 Office Location:
 7257 SW Kabala Lane
 Portland, Oregon 97224

ROCHESTER, NY
CENTRAL NEW YORK
 (716) 256-2500
 FAX: (716) 256-0087
 1150 University Avenue, Unit 20
 Rochester, New York 14607

SIOUX FALLS, SD
 (605) 336-8500
 FAX: (605) 336-0824
 3500 South First Avenue, Suite 150
 Sioux Falls, South Dakota 57105

PROVIDENCE, RI
 (401) 434-3145
 FAX: (401) 434-8537
 50 Vision Blvd.
 East Providence, Rhode Island 02914

ST. LOUIS, MO (SALES OFFICE)
 (636) 343-9200 - Sales
 FAX: (636) 349-0601 (Sales)
 2275 Cassens Court
 Suite 105
 Fenton, Missouri 63026

SOUTH BEND, IN
 (219) 288-4914 - Sales
 FAX: (219) 282-4874
 929 Lincolnway East (46601)
 P.O. Box 4035
 South Bend, Indiana 46634

PUERTO RICO
 Sales
 Post Office Box 9000
 San Juan, Puerto Rico 00908-9000
 Phone: (787) 798-0999
 Fax: (787) 298-5000
 Physical Address:
 Trane Export Inc.
 Bldg. 24 Bldg. A
 Las Industrial Park
 Bayamon, PR 00959

SALT LAKE CITY, UT (CSO)
 (801) 485-0500 - Sales & Service
 FAX: (801) 486-0752
 410 Ironwood Drive
 Salt Lake City, Utah 84115

SPOKANE, WA
 (509) 535-9057
 FAX: (509) 535-4354
 716 N. Hogan
 Box 3304
 Spokane, Washington 99220

RALEIGH, NC

SAN ANTONIO, TX
 (210) 657-0901
 FAX: (210) 657-1761
 3650 Highpoint (78217)
 P.O. Box 34597 (78265)
 San Antonio, Texas

SPRINGDALE, AR
 (501) 361-2030
 FAX: (501) 361-5977
 18653 N. Highway 112
 Springdale, Arkansas 72762

SAN DIEGO, CA

SPRINGFIELD, MO
 (417) 863-2110
 FAX: (417) 863-2111

TRANE SALES OFFICES

2325-D East Olive Court (658)2-227
P.O. Box 3674
Springfield, Missouri 65808-3674

**SYRACUSE, NY
CENTRAL NEW YORK**
(315) 437-7214, 5 & 6
FAX: (315) 433-9120
6103 Molloy Road
East Syracuse, New York 13057

TALLAHASSEE, FL
(850) 574-1726
FAX: (850) 575-5880
104 Hamilton Park Drive, Suite 1
Tallahassee, Florida 32304

TAMPA, FL
(813) 877-8251
FAX: (813) 877-8257
902 Himes Avenue (33609)
P.O. Box 18547 (33679)
Tampa, Florida

TOLEDO, OH
(419) 866-4000
FAX: (419) 866-8619
1135 Corporate Drive
P.O. Box 980
Holland, Ohio 43528

TUCSON, AZ
(520) 748-1234
FAX: (520) 748-1492
4520 S. Coeche Drive
Tucson, Arizona 85714

TULSA, OK
(918) 250-5522
FAX: (918) 250-5419
5125-F South Garnett
Tulsa, Oklahoma 74146

**TWIN CITIES, MN (SALES
OFFICE)**
(612) 861-7232
FAX: (612) 861-7827
5916 Pleasant Avenue S.
Minneapolis, Minnesota 55419

WASHINGTON, DC
(301) 984-2400 - Receptionist
FAX: (301) 881-4787
12320 Parkawn Drive
Rockville, MD 20952

WEST PALM BEACH, FL
(561) 683-1521
FAX: (561) 697-8714
901 North Point Parkway
Suite 307
West Palm Beach, Florida 33407

WICHITA, KS
(316) 265-9655
FAX: (316) 265-1974
Mailing Address:
P.O. Box 11725
Wichita, Kansas 67202-0725
Office Location:
120 Ida
Wichita, Kansas 67211

WILKES BARRE, PA
(570) 654-0855
FAX: (570) 654-0343
10 Freeport Road
Pittston, Pennsylvania 18640-9514

WILMINGTON, DE
(302) 762-7200
FAX: (302) 762-9100
Mailing Address:
P.O. Box 156
Rockland, Delaware 19732
Office Location:
4201 Miller Rd.
Wilmington, Delaware 19802

WILMINGTON, NC
(910) 792-0339
FAX: (910) 792-0466
6735 Netherlands Dr., Suite A
Wilmington, North Carolina 28405

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

YES [x]

NO []

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

552.232-23 ASSIGNMENT OF CLAIMS (MAY 1989)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.212-4(b)) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, no claim(s) for amounts due or to become due under this contract, shall be assigned by the Contractor; but it shall be permissible for the Contractor to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any delivery order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment shall be effective only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the Contracting Officer issuing the delivery order and the finance office designated in the delivery order to make payment. Unless otherwise stated in the delivery order, payments to an assignee of any amounts due or to become due under any delivery order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-70 INVOICE PAYMENTS (JUL 1998)

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

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

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

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

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

- (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
- (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
 - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
 - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
 - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

552.232-80 PAYMENT BY PURCHASE CARD (DEC 1989) (VARIATION I—MAR 1998)

- (a) Definitions: "Government purchase card" means a uniquely numbered credit card issued to named individual Government employees or entities to pay for official Government purchases. "Oral delivery order" means an order placed orally either in person or by telephone, which is paid for by Government purchase card.
- (b) Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. This is not intended to limit the acceptance of the Government purchase card under this contract for dollar amounts that exceed this threshold if otherwise agreeable between the Contractor and the customer; therefore, contractors are encouraged to accept payment by the Government purchase card for all orders. If the Contractor is unwilling to accept payment by the Government purchase card for a delivery order, the Contractor must so advise the ordering agency within 24 hours of receipt of order.

- (c) 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 in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

552.238-72 CONTRACTOR'S REPORT OF SALES (FEB 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 delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-77).
- (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. This 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.

552.238-74 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (JUL 1998)

Definition. For the purposes of this clause, the Mailing List is those defined in Clause I-FSS-600.

- (b) The Contracting Officer will provide 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.

552.238-76 PRICE REDUCTIONS (FEB 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 was 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.

552.238-77 INDUSTRIAL FUNDING FEE (APR 1998)

- (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 552.238-72, 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 552.238-72 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 information on either the 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) (FEB 1989)

- (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) Recovered Material estimate(s) and certification (if applicable) must be submitted as required by 52.223-8 (or 52.223-8 (ALT I) or 52.223-8 (ALT II), Estimate of Percentage of Recovered Material for Designated Items to be used in the Performance of the Contract; and 52.223-9, Certification of Recovered Material Content for EPA Designated Items used in Performance of the Contract.
 - (viii) Any information requested by 52.212-3(f), Offerors Representations and Certifications - Commercial Items, that may be necessary to assure compliance with 552.225-9, Trade Agreements Act.
- (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 552.238-76. 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 552.238-76.
- (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 552.238-76.
- (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 days after the effective date of each modification.
 - (ii) Distribute 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. The Contractor must distribute each cumulative supplement within 15 days from the date of the latest modification covered.

- (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.

552.246-73 WARRANTY--MULTIPLE AWARD SCHEDULE (FEB 1996)

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list will apply to this contract.

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

Product	Standard
---------	----------

To the best of The Trane Company's knowledge, all of its products are compliant with standards set by an NRTL approved by OSHA. Appropriate certifications will be provided on request.

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 20540
(202) 219-7193

FSS-425 WORKMANSHIP (OCT 1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

D-FSS-465 EXPORT PACKING (APR 1984) (Applies to overseas delivery)

- (a) Offerors are requested to quote, in the price list 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 price list 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.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984) (Applies to overseas delivery)

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

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

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.

Box _____ of _____ Boxes.

- (7) Nomenclature (brief description of items).

D-FSS-477 TRANSSHIPMENT FORMS (APR 1984) (Applies to overseas delivery)

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

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)
<u>All products On pricelist</u>	<u>The Trane Company</u>	<u>4833 White Bear Parkway St. Paul, Minnesota 55110</u>	

E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)

- (a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.
- (b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.
- (c) Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or

under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

F-FSS-202-G DELIVERY PRICES (JAN 1994) (Applies to domestic delivery)

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

- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.
- (2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.
- (3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

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

	(Yes)	(No)
Alaska	<u> x </u>	_____
Hawaii	<u> x </u>	_____
Puerto Rico	<u> x </u>	_____

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

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

supported by paid freight express receipt or by a statement of parcel post charges including weight of shipment.

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

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

F-FSS-210-A DELIVERY—F.O.B. ORIGIN (APR 1984) (APPLIES TO OVERSEAS COVERAGE)

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

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.

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished.

This provision is intended solely to facilitate unloading by forklift to final destination. Under no circumstances should scheduled shipment be delayed due to non-availability of double-door cars.

SS-900-A CONTACT FOR CONTRACT ADMINISTRATION (JAN 1994) (LOCAL DEVIATION)

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

NAME Rita Sauer

TITLE BAS Marketing Engineer

ADDRESS 4833 White Bear Parkway

St. Paul, Minnesota ZIP CODE 55110

TELEPHONE NO. (651) 407-4103 FAX NO. 651-407-4197

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

NAME DAVID A. LAMPEN, SELBRE ASSOCIATES, INC.

ADDRESS 7315 WISCONSIN AVE., 10 EAST, BETHESDA, MD. 20814

TELEPHONE NO. (301) 907-7334 FAX NO. 301-656-1099

Please furnish the following information for individual(s) responsible for submission of, and/or questions concerning the Industrial Funding Fee remittances (Reference Clause 552.238-77):

NAME DAVID A. LAMPEN, SELBRE ASSOCIATES, INC.

ADDRESS 7315 WISCONSIN AVE., 10 EAST, BETHESDA, MD. 20814

TELEPHONE NO. (301) 907-7334 FAX NO. 301-656-1099

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 1998)

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.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

TELEPHONE NO. () FAX NO.

G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)

- (a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.
- (b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

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

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

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

G-FSS-913 CONTRACTOR'S BILLING RESPONSIBILITIES (APR 1984) (LOCAL DEVIATION)

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:

- 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;

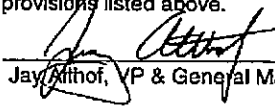
(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(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. ~~Price reductions made by a participating dealer on sales to the Government under the contract will result in an overall price reduction being assessed against the Contractor as provided for in the Price Reduction Clause.~~

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.


Jay Althof, VP & General Manager

10-22-99
Date

G-FSS-914-A CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (SEP 1996)

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 pro invoices submitted under a resultant contract.

PAYMENT ADDRESS:

The Trane Company
4833 White Bear Parkway
St. Paul, Minnesota 55110

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 delivery orders placed against a Federal Supply Schedule Contract are to be paid by the individual agency placing the order. Each delivery 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-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

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

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (MAR 1998) (LOCAL DEVIATION APR 1998)

- (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 United States 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 United States, and Washington, DC.
- (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 contracts 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 the Variation I of clause 552.232-80, Payment by 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 the Variation I of clause 552.232-80, Payment by Purchase Card.) 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.

I-FSS-106 GUARANTEED MINIMUM (JAN 1999)

The minimum quantity of supplies that the Government agrees to order during the period of this contract is \$100. If the Contractor receives total orders for less than \$100 during the term of the contract, the Government will pay the difference between the amount ordered and \$100.

- (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 552.238-72 "Contractor's Report of Sales") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-72.
- (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 (MAR 1998) (Local Deviation Apr 1998)

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*
- 52.247-39 FOB Inland Point Country of Importation*
- 552.246-73 Warranty-International Multiple Award Schedule
- C-FSS-412 Characteristics of Electric Current

G-FSS-900-C Contact for Contract Administration (Local Delivery)
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices*
F-FSS-314 Foreign Taxes and Duties

*Not applicable when shipment is fob origin.

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 price lists, 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 (OCT 1997)

- (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..

Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-72.

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

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

I-FSS-164-A OPTION TO EXTEND THE TERM OF THE CONTRACT (AUG 1995)

The Government may require continued performance of this contract for an additional 5 year period. The option clause may not be exercised more than one time. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (a) The Contracting Officer may exercise the option by providing a written notice to the Contractor 10 months before expiration of the contract.
- (b) 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-249-B DEFAULT (APR 1996)

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more delivery orders placed by It under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990) (Applies to overseas delivery)

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.

S-550-B YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS (JAN 1999)

- (a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.
- (b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

I-FSS-594 PARTS AND SERVICE (OCT 1988) (Applies to overseas delivery)

- (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 price list, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA

ADDRESS OF SUPPLY AND SERVICE POINT

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 rendered to commercial customers.

S-598 CENTRAL CONTRACTOR REGISTRATION (CCR) (DEC 1998)

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

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

(a) General Background.

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

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

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

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

(c) Registration Instructions.

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

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

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

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

(d) Implementation Conventions.

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

(e) Additional Information.

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

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

(f) GSA Advantage!™.

- (1) **GSA Advantage!™** will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. **GSA Advantage!™** enables customers to:
 - (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.

(ii) Generate their own 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 (JAN 1999)

(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 552.238-74, 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 on a diskette. The Contractor's electronic files shall 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 45 days after receipt of the vendor start-up kit.

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

(b) Paper Federal Supply Schedule Price Lists.

(1) The Contractor shall also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-74, Submission and Distribution of Authorized FSS Schedule Price Lists. This shall be done as set forth in this paragraph (b).

(2) The Contractor shall 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 shall include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

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

Schedule title and FSC group, part, and section

FSC class(es).

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

10. Foreign item (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 micropurchase 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. Year 2000 (Y2K) compliant.
25. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants.
26. Data Universal Number System (DUNS) number.
27. Notification regarding registration in Central Contractor Registration (CCR) database.

- (4) Amendments to Federal Supply Schedule Price Lists shall 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 shall 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 submission.
- (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

___ 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 will cause the Contractor to reprint 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 shall be made as set forth in paragraphs (c), (d), and (e) of clause 552.238-74, Submission and Distribution of Authorized FSS Schedule Price Lists. In addition, one copy of the Federal Supply Schedule Price List

shall be submitted to the 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
00CC 6301	Alarm and Signal Systems	2800
00CC 6302	Access Control Systems	
00CC 6303	Fire Alarm Systems	
00CC 6304	Intrusion Alarm and Signal Systems	

Note: There is no current mailing list for SIN 246-36, Locking Devices

I-FSS-639 CONTRACT SALES CRITERIA (MAY 1998)

A contract will not be awarded unless anticipated sales are expected to exceed at least \$25,000 for a 1-year period and the Introduction of New Products (INP) anticipated sales are expected to exceed at least \$25,000 for the first 24 month period from date of award. Any resultant contract may be canceled in accordance with the clause, I-FSS-690-B, Cancellation, unless reported sales are at least \$25,000 for each 12 month period thereafter.

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-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

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

I-FSS-690-B CANCELLATION (JAN 1994)

Resultant contracts may be canceled in whole or in part by either party upon 30 calendar days written notice. If the contract is canceled by the contractor the one hundred dollar minimum guarantee will be reimbursed by the Government.

I-FSS-694-A CONSIDERATION OF NEW OFFERS (CONTINUOUS OPEN SEASON) (SEP 1996)

(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 amended and/or replaced by an updated solicitation.

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

(c) Contracts awarded under this solicitation will be in effect for five years from the date of award, unless further extended pursuant to clause I-FSS-164-A, Option to Extend the term of the Contract, or cancelled pursuant to the Cancellation clause (I-FSS-690-B).

I-FSS-918 IMPREST FUNDS (PETTY CASH) (APR 1984)

The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.404.

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 price list 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 price lists. Similarly, price increases allowed under the Economic Price Adjustment clause are triggered by the commercial price list 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 (MAY 1999) (DEVIATION—MAY 1996) (LOCAL DEVIATION)

- (a) The Contractor agrees to 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); and
 - (2) 52.233-3, Protest After Award (31 U.S.C 3553).
- (b) The Contractor agrees to 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 HUBZone Small Business Set-Aside.
 - * (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (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.
 - (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)
 - * (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
 - * (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business concerns (Pub. L. 103-355, sec 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).

- (11) 52.222-21, Prohibition of Segregated Facilities
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- * (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (17) 52.225-9 Trade Agreements Act (Deviation FAR 52.225-9).
- * (18) Reserved.
- * (19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- * (20) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- * (21) (i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- * (ii) Alternate I of 52.225-21.
- (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332). (see full text version)
- (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- * (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- * (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(This acquisition is being conducted under * * delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is * *.

- (c) The Contractor agrees to 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.).
- * (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- * X * (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.).
- * X * (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.).

(d) Comptroller General Examination of Record. The Contractor agrees to 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); and
- (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).

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

1996)

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

- * ____ * 552.223-70 Hazardous Substances
- * ____ * 552.223-71 Hazardous Material Information
- * ____ * 552.223-72 Nonconforming Hazardous Material
- * ____ * 552.225-70 Buy American Act—Hand or Measuring Tools or Stainless Steel Flatware
- * ____ * 552.225-71 Notice of Procurement Restriction—Hand or Measuring Tools or Stainless Steel Flatware
- * ____ * 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
- * X * 552.238-75 Identification of Energy-Efficient Office Equipment and Supplies Containing Recovered Materials or Other Environmental Attributes
- * ____ * 552.238-77 Industrial Funding Fee (See full text version)

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*21
12*