

Documents, Exhibits, or Attachments

CSP-1 COMMERCIAL SALES PRACTICES FORMAT

Name of Offeror The Trane Company SEE PAGES 84A-84C

SIN(s) 246-42(2)

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN) for which information is the same.

- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12 month period or the offerors last fiscal year. \$\_\_\_\_\_ State beginning and ending of the 12 month period. Beginning \_\_\_\_\_ Ending \_\_\_\_\_ In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract. SIN \_\_\_\_\_ \$ \_\_\_\_\_; SIN \_\_\_\_\_ \$ \_\_\_\_\_; SIN \_\_\_\_\_ \$ \_\_\_\_\_
- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES \_\_\_\_\_ NO \_\_\_\_\_. (See definition of "concession" and "discount" in 552.212-70.)
- (4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Table 515-1 which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required. See definition of "concession" and "discount" in 552.212-70.

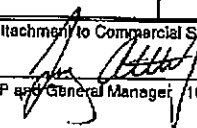
Column 1— Customer	Column 2— Discount	Column 3— Quantity/Volume	Column 4— FOB Term	Column 5— Concessions

Offeror: The Trane Company  
 Special Item Number: 246-42(2)  
 Revised:

COMMERCIAL SALES PRACTICES

Column 1	Column 2	Column 3	Column 4	Column 5	Additional Information		
TYPE OF CUSTOMER	STANDARD DISCOUNTS & PRICING PRACTICES	QUANTITY OR VOLUME OF SALES	FOB POINT	ADDITIONAL DISCOUNTS OR CONCESSIONS	PROMPT PAYMENT DISCOUNT	WARRANTY	EST. % OF SALES
Distributors (Sell only to Dealers/Resellers)	See Note (4)	None	Origin	NONE	See Note (8)	See Note (9)	0.6%
Dealers/Resellers (Resell to End Users)	See Note (5)	None	Origin	See Note (7)	See Note (8)	See Note (9)	7%
VAR/System Integrators	See Note (5)	None	Origin	See Note (7)	See Note (8)	See Note (9)	0%
Original Equipment Manufacturers	N/A	N/A	N/A	N/A	N/A	N/A	N/A
State & Local Governments	See Note (5 & 6)	None	Origin	See Note (7)	See Note (8)	See Note (9)	20%
Educational & Nonprofit Institutions	See Note (5 & 6)	None	Origin	See Note (7)	See Note (8)	See Note (9)	25%
National & Corporate Accounts	See Note (5 & 6)	None	Origin	See Note (7)	See Note (8)	See Note (9)	20%
Commercial End Users	See Note (5)	None	Origin	See Note (7)	See Note (8)	See Note (9)	25.6%
Other (Specify)							
Proposed GSA Discounts	See Note (10)	None	Destination	See Note (7)	None	See Note (9)	1.5%

Note: See attachment to Commercial Sales Practices Chart for additional information on above referenced notes ( ).

  
 Jay Althof, VP and General Manager, 10/22/99

Offeror: The Trane Company

Attachment to Commercial Sales Practices Chart for SIN 246-42(2)

Notes:

- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 6 month period \$ 17,199,736. State beginning and ending of the 6 month period. Beginning October 1998 Ending March 1999. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract. SIN 246-42(2) \$ 495,000.
- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES  NO  (See definition of "concession" and "discount" in 552.212-70).
- (4) A limited subset of Trane commercial building automation equipment is sold to selected Trane independent wholesale distributors. These distributors are subdivided into categories: Stocking, or those that carry inventory, and Non-stocking. Stocking distributors apply a multiplier of 0.35 to the list price, and non-stocking distributors apply a multiplier of 0.4 to the list price, which equate to discounts of 65% and 60% respectively.
- (5) The Trane Company does not record nor analyze orders based on customer type. Standard discounting practices fall within the following intervals.

For products identified with product codes 104, 115, 179, 182, and 187 the standard is to apply a 0.44 multiplier to the list price, which equates to a 56% discount.

Product Code	Product Description	Percent of Jobs that receive up to the standard discount of 56% (0.44 multiplier)
104	Building Management Network Software	97.6%
115	Tracer Summit Software and Hardware	79.1%
179	Tracer Software and Hardware sold through commercial district sales offices	98.9%
182	General controllers (TCM, PCM, DDC Chiller Sequencer) software and hardware	84.1%
187	Universal PCM software and hardware	61.8%

2.4  
20.9  
1.1  
15.9  
18.2

*How much deeper*

For products identified with product codes 107 and 183 the standard is to apply a 0.358 multiplier to the list price, which equates to a 64.2% discount.

Product Code	Product Description	Percent of Jobs that receive up to the standard discount of 64.2% (0.358 multiplier)
107	End Devices and Sensors	99.4%
183	Lighting Control Panel software and hardware	99.7%

.6  
.3

Data is provided for the period of Oct 98 - Mar 99

- (6) Trane Company does not currently have a formal pricing policy for State, City, County and Local Governments and Educational and Nonprofit Institutions and National and Corporate accounts. It is Trane's intention to afford State, City, County and Local Governments and Educational and Nonprofit Institutions and National and Corporate accounts the same terms, conditions and pricing as would result in a GSA schedule contract, including spot market pricing conditions.

(7) Additional non-standard, negotiated special discounts are offered as The Trane Company sees necessary.

All discounts are reviewed on a case by case basis. Non-standard, negotiated special discounts must be approved prior to quoting to the customer by one of six Regional Managers. In order to receive non-standard, negotiated special discounts one or more of the following criteria must be met.

- (a) Cumulative discounts for strategic jobs: These are offered where the customer desires to standardize on the system of a single manufacturer, and where the initial low priced installation does not commit Trane to long term reduced pricing levels.
- (b) Combination Sales: Sales of multi-Trane divisions products as a unified turnkey solution.
- (c) Sales Engineer Error: Products may be sold at non-standard discount where the sales engineer of record makes in error in specification interpretation. To maintain customer satisfaction Trane has on occasion provided more products than anticipated with no change in the total contract amount.
- (d) Customer evaluation or test products.
- (e) Beta equipment
- (f) Initial penetration into a new vertical market.
- (g) Error in pricing
- (h) Payment prior to product shipment (anticipatory discount)
- (i) Site reference account.
- (j) Unanticipated delay in the production process. Trane has on occasion granted discounts to customers, who had pre-purchased the products. These concessions were to maintain customer satisfaction.

While these non-standard, negotiated special discounts can be found in Trane's records they accounted for only 9% of Trane's business.

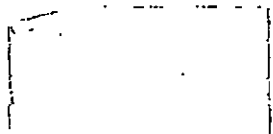
These occur to the following degree by product code:

Product Code	Product Description	Percent of Jobs that receive a non-standard discount
104	Building Management Network Software	2.4%
115	Tracer Summit Software and Hardware	20.8% <i>10%</i>
179	Tracker Software and Hardware sold through commercial district sales offices	1.1%
182	General controllers (TCM, PCM, DDC Chiller Sequencer) software and hardware	15.9%
187	Universal PCM software and hardware	18.2% <i>10%</i>
107	End Devices and Sensors	0.6% <i>10%</i>
183	Lighting Control Panel software and hardware	0.3%

*How much deeper*

Data is provided for the period of Oct 98 - Mar 99

- (8) A prompt payment discount of 1% if paid within 10 days of invoice.
- (9) Warranty on all Trane BAS products is the same: 12 months from start-up or 18 months from shipment; whichever is less (see commercial warranty for full details).
- (10) The Trane Company is proposing to offer the Federal Government discounts as follows
  - (a) For products identified with the product codes 104, 115, 179, 182, and 187 a 0.441 multiplier will be applied to list price. This equates to a discount of 55.9%
  - (b) For products identified with the product codes 107 and 183 a 0.358 multiplier will be applied to list price. This equates to a discount of 64.2%.
 The offered discount is the highest allowable under standard commercial sales discount policy.



(b) Do any deviations from written policies or standard commercial sales practices disclosed in the above schedule ever result in better discounts (lower prices) or concessions than indicated? YES \_\_\_\_\_ NO \_\_\_\_\_. If YES, explain deviations in accordance with the instructions at Table 515-1 which is provided in this solicitation for your convenience .

(c) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

- (a) Manufacturer's Name
- (b) Manufacturer's Part Number
- (c) Dealer's/Reseller's Part Number
- (d) Product Description
- (e) Manufacturer's List Price
- (f) Dealer's/Reseller's percentage discount from List Price or net prices

## Table 515-1.—Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-76. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

**Column 1—Identify the applicable customer or category of customer.** A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

**Column 2—Identify the discount.** The term "discount" is as defined in solicitation clause 552.212-70 Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis for your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

**Column 3—Identify the quantity or volume of sales.** Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

**Column 4—Indicate the FOB delivery term for each identified customer.** (See FAR 47.3 for an explanation of FOB delivery terms.)

**Column 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer.** Concessions are defined in solicitation clause 552.212-70 Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond "YES" to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.



## 52.212-1 INSTRUCTIONS OFFERORS—COMMERCIAL ITEMS (AUG 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees. SIC Code for this solicitation are as follows:

SINs 246-20, 246-23, 246-25, 246-35(1-4, 6), and 246-42(1): 3669 750 Employees

SINs 246-42(2&3): 3882 500 Employees

SINs 246-35(5): 3499 500 Employees

SINs 246-36: 3429 500 Employees

SIN 246-52: 7362 \$9 Million Average Annual Receipts

SIN 246-53: 7359 \$5 Million Average Annual Receipts (LEASING COMPANIES ONLY,

OTHERS WILL BE UNDER PRODUCT SIC CODES)

SIN 246-54: 7381 \$9 Million Average Annual Receipts

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) Period for acceptance of offers. The offeror agrees to hold the offer in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1)(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--

- (A) By telephone (15) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (i) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.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](mailto:globalinfo@mail.dnb.com).

**Addendum to 52.212-1**

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

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

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

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

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

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

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of fixed-price with economic price adjustment indefinite delivery-indefinite quantity contracts resulting from this solicitation.

**FSS-2-F (NOV 1997) (LOCAL DEVIATION NOV 1997)  
GENERAL SUPPLY SCHEDULE CONTRACT FOR:**

FSC GROUP: 63 Part I

COMMODITY: ALARM AND SIGNAL SYSTEMS/FACILITY MANAGEMENT SYSTEMS,  
PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICES, GUARD SERVICES

CLASS(ES): 5340, 6350 AND 6685

This is a standing solicitation. The contract period will commence on DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (MAY 1998)**

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a best and final offer. As directed by the Contracting Officer, a resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended pursuant to clause I-FSS-164, Option to Extend the Term of the Contract, canceled pursuant to the Cancellation clause (I-FSS-690), or terminated pursuant to the termination provisions of the contract.
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the new contract.

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

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

**A-FSS-40 INFORMATION COLLECTION REQUIREMENTS (OCT 1988)**

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION  
(APR 1998)**

- (a) "The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."
- (b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW  
(APR 1984) (LOCAL DEVIATION NOV 1997)**

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

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

GENERAL SERVICES ADMINISTRATION  
GENERAL PRODUCTS CENTER  
INDUSTRIAL PRODUCTS CONTRACTING DIVISION (7FXPI-T5)  
819 TAYLOR STREET ROOM 6A24  
FORT WORTH, TX 76102

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

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

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

*Discount*, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase

option credits, and any other discounts or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

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

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

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

**552.219-74 GOALS FOR SUBCONTRACTING PLAN (MAR 1999) (ALTERNATE I —  
DEC 1995)**

- (a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.
- (1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.
  - (2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.
  - (3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.
- (b) In determining the acceptability of any subcontracting plan, the Contracting Officer will—
- (1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;
  - (2) Consider previous goals and achievements of contractors in the same industry;
  - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns; and
  - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

- (c) Failure to submit an acceptable subcontracting plan and/or significant deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

**552.225-72 ELIGIBLE PRODUCTS FROM NONDESIGNATED COUNTRIES—WAIVER (DEC 1994)**

- (a) In accordance with the Trade Agreements Act of 1979 and 48 CFR 25.402(b), no eligible product that originates in a nondesignated country may be purchased by a Federal agency. However, this restriction may be waived before award when it is determined to be in the national interest. Accordingly, offers to furnish products originating in a nondesignated country identified in paragraph (c) below, may be submitted in response to this solicitation and will be considered for award if a waiver is obtained from the U.S. Trade Representative or a designee (19 U.S.C. 2512) on the basis that:
  - (1) No responsive bid or technically acceptable offer from a responsible offeror is received offering U.S. or designated country end products, Caribbean Basin country end products, Canadian or Mexican end products as defined in the clause entitled "Trade Agreements Act" in this solicitation; or
  - (2) Responsible Offerors do not offer a sufficient quantity to meet the Government's requirements.
- (b) The determination to seek a waiver is at the sole discretion of the acquiring activity, and the granting of such waiver will be at the sole discretion of the U.S. Trade Representative or designee (48 CFR 525.402).
- (c) The Offeror certifies that the following product(s) is an end product other than an end product of the United States, a designated country or a Caribbean Basin country Canadian or Mexican end products, as such end products are defined in the clause entitled "Trade Agreements Act" in this solicitation:

<u>Line Item Number</u>	<u>Country of Origin</u>
<u>Not Applicable</u>	<u>Not Applicable</u>
_____	_____
_____	_____

**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

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

SEE PAGE 95A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**K-FSS-1 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this request for proposals:

<u>NAME</u>	<u>TITLE</u>	<u>COMPANY</u>	<u>PHONE NUMBER</u>	<u>E-MAIL</u>
Jay Althof	VP & General Manager	The Trane Company	(651) 407-3811	
Mark Bergman	Marketing Manager	The Trane Company	(651) 407-4007	
David Woodward	National Sales Manager	The Trane Company	(651) 407 4131	
Ronald L. Breland	President & CEO	Selbre Associates, Inc.	(301) 907-7315	rbreland@selbre.com
Len Maisel	VP & General Counsel	Selbre Associates, Inc.	(301) 907-7321	lmaisel@selbre.com
Kenneth D. Roberts	Dir. of Contract Pricing	Selbre Associates, Inc.	(301) 907-7124	kroberts@selbre.com
Nicole M. Diess	Dir., Contract Admin.	Selbre Associates, Inc.	(301) 907-7313	ndiess@selbre.com
Rachel J. Klein	Contract Manager	Selbre Associates, Inc.	(301) 907-7344	rklein@selbre.com
David A. Lampen	Contract Manager	Selbre Associates, Inc.	(301) 907-7334	dlampen@selbre.com
Johnny M. Seikaly	Contract Administrator	Selbre Associates, Inc.	(301) 907-7363	jseikaly@selbre.com

The following persons may also commit on behalf of The Trane Company.

<u>NAME</u>	<u>TITLE</u>	<u>COMPANY</u>	<u>PHONE NUMBER</u>
James H. Schultz	Executive Vice President	The Trane Company	(608) 787-3250
Jay Althof	VP & General Manager	The Trane Company	(651) 407-3811

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

(a) Upon the conclusion of discussions the Contracting Officer will request a "final revised proposal." Oral requests will be confirmed in writing.

(b) The request will include—

- (1) Notice that discussions are concluded;
- (2) Notice that this is the opportunity to submit a final revised proposal;
- (3) The specified receipt date;
- (4) A statement that any modification proposed as a result of the final revised proposal must be received by the date specified, and modifications received after the time specified will not be considered.

(c) The Contracting Officer will not reopen discussions after receipt of final revised proposal unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final revised proposal.

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

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

The following ordering procedures were developed to assist our customer agencies in the purchase of services that are priced at hourly rates. These procedures will be included in the 61 V Federal Supply Schedule. They are included in this solicitation for the information of prospective offerors.

**PROCEDURES FOR SERVICES PRICED ON GSA SCHEDULES AT HOURLY RATES.**

PAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that are priced on

Schedule at hourly rates. The special ordering procedures take precedence over the procedures in FAR 8.404.

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

When ordering services, ordering offices shall—

I. Prepare a Request for Quotes:

A. A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

B. A request for quotes should be prepared which includes the performance-based statement of work and requests the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials quote may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any other incidental costs related to performance of the services ordered. The order may provide for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations, or as a fixed-price incidental item. A ceiling price must be established for labor-hour and time-and-materials orders.

C. The request for quotes may request the contractors, if necessary or appropriate, to submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.

D. The request for quotes shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the best value selection criteria including the intended use of past performance factors.

II. Transmit the Request for Quotes to Contractors:

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

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

for adequate evaluation and selection for order placement. Oral presentations should be considered, whenever practical.

### III. Evaluate quotes and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotes, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall—

Inform contractors in the request for quotes (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

A. **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

B. **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in II.B above, and then place the order with the Schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

(i) **Review BPAs periodically.** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

IV. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

V. When the ordering office's requirement involves both products as well as professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.

VI. The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed

the basis for the selection of the contractor that received the order the rationale for any trade-offs made in making the selection.

END OF ADDENDUM TO 52.212-1

52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 1999)  
(DEVIATION - MAR 1996) (ALTERNATE III - JAN 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: See Para. (b)(5) for TIN of Parent Company. No separate TIN for The Trans Company.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);

- Government entity (Federal, State or Local);
- Foreign government;
- International organization per 26CFR 1.6049-4;
- Other \_\_\_\_\_
- (5) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name: American Standard Companies, Inc.

TIN: 25-0900465

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

- (1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

Not Applicable

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.] Not Applicable

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

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

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following)

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

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

(i) General. The offeror represents that either—

- (A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

(8) Reserved.

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that— Not Applicable

- (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (e)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.



(d) Representations required to implement [redacted] of Executive Order 11246—

(1) Previous Contracts and Compliance. The offeror represents that—

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

(ii) It [ x ] has, [ ] has not, filed all required compliance reports.

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

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

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

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

(f) Buy American Act—Trade Agreements—Balance of Payments Program Certificate. (Applies only if the General Services Administration Acquisition Regulation clause GSAR 552.225-9 entitled "Trade Agreements Act (Deviation FAR 52.225-9)", is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a U.S. made end product (as defined in the GSAR clause 552.225-9 entitled "Trade Agreements Act (Deviation FAR 52.225-9)" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
(List as necessary)	

(3) Offers will be evaluated by giving certain preferences to U.S. made end products, designated country end products, NAFTA country end products (Canadian end products and Mexican end products), and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "Canadian end products, Mexican end products, or designated country end products" as those terms are defined in the GSAR clause 552.225-9 entitled "Trade Agreements Act (Deviation FAR 52.225-9)":

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin end products" as that term is defined in the GSAR clause 552.225-9 entitled "Trade Agreements Act (Deviation FAR 52.225-9)":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(4) Offers will be evaluated in accordance with paragraph (c) of the GSAR clause 552.225-9 entitled "Trade Agreements Act (Deviation FAR 52.225-9)."

(g) (1) Buy American Act—North American Free Trade Agreement (NAFTA) Implementation Act—Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act—North American Free Trade Agreement (NAFTA) Implementation Act—Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of origin
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25.

(2) Alternate 1. If Alternate 1 to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(ii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals  are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and  are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**FSS-7FXPM-001 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (FEB 1999)**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has , has not  submitted the most recent report required by 38 U.S.C. 4121(d).

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

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

<http://www.dol.gov/dol/vets/public/programs/fact/vet97-5.htm>  
<http://nvti.cudenver.edu/vets/vets100.asp>

**52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that—

(a) It operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation incorporated under the laws of the State of Delaware.

(b) If the offeror or respondent is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in (country) \_\_\_\_\_.

**THE FOLLOWING CLAUSES AND REGULATIONS ARE  
APPLICABLE TO  
SPECIAL ITEM NUMBER 246-51  
INSTALLATION REQUIRING CONSTRUCTION  
ONLY**

**CONSTRUCTION CONTRACT CLAUSES  
(FIXED PRICE) (1/1/87)**

1. FAR 52.252.2 Clauses Incorporated by Reference (6/88) This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses 2-89 are incorporated by reference:

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO. AND TITLE</u>
<b>GENERAL</b>	FAR 52.202-1	1. Definitions (10-95) All 1(4-84)
	GSAR 552.238-70	2. Definitions(4-84)
	GSAR 552.238-71	3. Authorities and Limitations(4-84)
	GSAR 552.252-6	4. Authorized Deviations or Variations in Clauses (Deviation FAR 52.252-6)(7-85)
	GSAR 552.236-72	5. Specialist(4-84)
	GSAR 552.236-82	6. Subcontracts(4-84)
	GSAR 552.211-71	7. Standard References(2-96)
	FAR 52.238-8	8. Other Contracts(4-84)
	FAR 52.22-1 4	9. Inconsistency Between English Version and Translation of Contract(8-89)
	FAR 52.236-7	11. Permits and Responsibilities (11-91)
<b>STANDARDS OF CONDUCT</b>	FAR 52.203-5	12. Covenant Against Contingent Fees(4-84)
	FAR 52.203-7	13. Anti-Kickback Procedures(7-95)
	FAR 52.203-12	14. Limitation on Payments to Influence Certain Federal Transactions(1 -90)
<b>BONDS AND INSURANCE</b>	FAR 52.228-1	15. Bid Guarantee (9-95)
	FAR 52.228-2	16. Additional Bond Security (6-96)
	FAR 52.228-11	17. Pledges of Assets (2-92)
	FAR 52.228-12	18. Prospective Subcontractor Requests for Bonds (10-95)
	FAR 52.228-14	19. Irrevocable Letter of Credit (6-96)
	FAR 52.228-15	20. Performance and Payment Bonds Construction (9-96)
	FAR 52.228-5	21. Insurance -- Work on a Government Installation(1 -97)
	GSAR 552.228-75	22. Workmen's Compensation Laws(4-84)
<b>SITE CONDITIONS</b>	FAR 52.236-2	23. Differing Site Condition's (4-84)
	FAR 52.236-3	24. Site Investigations and Conditions Affecting the Work(4-84)
	GSAR 552.238-76	25. Measurements(4-84)

CATEGORYREFERENCECLAUSE NUMBER TITLE**SPECIFICATIONS  
AND DRAWINGS**

FAR 52.236-21

26. Specifications and  
Drawings for  
Construction(2-87)

GSAR 552.236-77

27. Specifications and  
Drawings(4-84)

GSAR 552.236-78

28. Shop Drawings,  
Coordination Drawings,  
and Schedules(4-84)**SCHEDULES**

FAR 52.236-15

29. Schedules for  
Construction Contracts (4-84)**PERFORMANCE**

FAR 52.236-26

30. Pre-Construction  
Conference (2-95)

FAR 52.236-6

31. Superintendence by the  
Contractor(4-84)

FAR 52.236-5

32. Material and  
Workmanship (4-84)

GSAR 552.236-79

33. Samples (4-84)

FAR 52.236-17

34. Layout of Work(4-84)

FAR 52.236-14

35. Availability and Use of  
Utility Services(4-84)

GSAR 552.236-75

36. Use of Premises(4-84)

FAR 52.236-10

37. Operations and Storage  
Areas(4-84)

GSAR 552.236-80

38. Heat(4-84)

GSAR 552.236-74

39. Working Hours(4-84)

FAR 52.238-9

40. Protection of Existing Vegetation,  
Structures, Equipment, Utilities,  
and Improvements(4-84)

FAR 52.236-13

41. Accident Prevention(11-91) -or-  
Accident Prevention(11-91)(All I)  
(11-91)(Projects over 1 year in  
duration or involving hazardous  
materials))

FAR 52.238-12

42. Cleaning Up(4-84)

FAR 52.236-11

43. Use and Possession Prior  
to Completion(4-84)

GSAR 552.236-81

44. Use of Equipment by the  
Government(4-84)**USE AND  
POSSESSION****INSPECTION**

FAR 52.246-12

45. Inspection of  
Construction(8-95)

GSAR 552.246-71

46. Final Inspection and  
Tests(5-89)**WARRANTY AND  
GUARANTEES**

FAR 52.246-21

47. Warranty of Construction  
(3-94)(All I)(4-84)

GSAR 552.246-75

48. Guarantees(5-89)

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO.</u>	<u>TITLE</u>
BUY AMERICAN	FAR 52.225-5	49.	Buy American Act - Construction Materials (5-92) (under \$6,500,000)
	FAR 52.225-15	50.	Buy American Act - Construction Materials under Trade Agreement Act and NAFTA (1-96)(Contracts \$7,311,000 or over) -CR-(ALT 1 )(Contracts > or = to \$6,500,000 and < \$7,311,000)
	FAR 52.247-63	51.	Preference for U.S. - Flag Air Carriers(1-97)
	FAR 52.247-64	52.	Preference for Privately Owned U.S. Flag Commercial Vessels(8-96)
ENVIRONMENTAL PROTECTION	FAR 52.223-2	53.	Clean Air and Water (4-84)
	FAR 52.223-6	54.	Drug-Free Workplace (1-97)
	FAR 52.223-1 1	55.	Ozon-Depleting Substances (6-96)
	FAR 52.223-12	56.	Refrigeration Equipment and Air Conditioners (5-95)
EMPLOYMENT PRACTICES	FAR 52.223-14	57.	Toxic Chemical Release Reporting (10-98)
	FAR 52.222-3	58.	Convict labor(8-96)
SUBCONTRACTING	FAR 52.222-27	59.	Affirmative Action Compliance Requirements for Construction(4-84)
	FAR 52.209-6	60.	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment(7-95)
	FAR 52.244-1	61.	Subcontracts (Fixed Price Contracts)(2-95)
PATENTS, DATA, AND COPYRIGHTS	FAR 52.227-1	62.	Authorization and Consent(7-95)
	FAR 52.227-2	63.	Notice and Assistance Regarding Patent and Copyright Infringement(8-96)
	FAR 52.227-4	64.	Patent Indemnity - Construction Contracts(4-84)
TAXES	FAR 52.229-3	65.	Federal, State, and Local Taxes(1 -91)
	FAR 52.229-5	66.	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (4-84)
ADJUSTMENTS	FAR 52.243-4	67.	Changes(8-87)
	GSAR 552.243-71	68.	Equitable Adjustments(4-84)
	GSAR 552.243-70	69.	Pricing of Adjustments(4-88)

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO.</u>	<u>TITLE</u>
AUDITS	FAR 52.214-26	70.	Audit and Records - Sealed Bidding(10-95)
	FAR 52.214-27	71.	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding (10-95) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]
	FAR 52.214-28	72.	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (10-95) [applicable to modifications equal to or exceeding 500,000 and no exception applies]
<i>(Clauses 73 through 78 apply to negotiated procurements/awards.)</i>			
	FAR 52.215-2	73.	Audit and Records - Negotiation (8-96)
	FAR 52.215-23	74.	Price Reduction for Defective Cost or Pricing Data -Modifications (1 (10-95) <i>[applicable to modifications equal to or exceeding \$500,000 and no exception applies]</i>
	FAR 52.215-25	75.	Subcontractor Cost or Pricing Data - Modifications (10-95) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]
	GSAR 552.215-70	76.	Examination of Records by GSA (2-96)
	FAR 52.215-27	77.	Termination of Defined Benefit Pension Plans (3-96)
	FAR 52.215-39	78.	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)(3-96)
PAYMENT	FAR 52.232-5	79.	Payments under Fixed- Price Construction Contracts(4-89)
	FAR 52.232-27	80.	Prompt Payment for Construction Contracts(3-84)
STOP WORK/ TERMINATION	FAR 52.243-6	81.	Change Order Accounting (4-84)
	FAR 52.242-14	82.	Suspension of Work(4-84)
	GSAR 552.211-84	83.	Non-compliance with Contract Requirements(2-96)
	FAR 52.249-2	84.	Termination for Convenience of the Government (Fixed-Price)(Alt I)(9-96)
	FAR 52.249-10	85.	Default (Fixed-Price Construction)(4-84)
	GSAR 552.236-83	86.	Furnishing Information and Records(4-84)
VALUE ENGINEERING	FAR 52.248-3	87.	Value Engineering-- Construction(3-89) (Alt I)(4-84)



<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO.</u>	<u>TITLE</u>
DISPUTES	FAR 52.233-1	88.	Disputes(10-95) (Alternate I) (12-91)
TESTS	FAR 52.233-3	89.	Protest after Award(8-96)

*Note: The following clauses are incorporated in full text because they contain approved Deviations to Federal Acquisition Regulation (FAR) language; contain information specific to the GSA Greater Southwest Region procurements; or are otherwise unsuitable for incorporation by reference.*

**90. FAR 52.222-35-AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)(2-95)**

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings, as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms clause, it shall advise the State employment service system, in each State in which it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**91. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under this contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**52. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)**

(a) Definition.

"Commercial Item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-36 Equal Opportunity (E.O. 11246);

(2) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36 Affirmative Action for Handicapped Workers (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).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract

**93- INSURANCE REQUIREMENTS.**

accordance with clause no. 28, FAR 52.228-5, the following kinds and minimum amounts of insurance are required:

**1. Workers Compensation and Employer's Liability:**

A. The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, worker's compensation shall be obtained without any deductibles. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least the following limits (and without a deductible) shall be provided,

Bodily Injury by Accident - \$100,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$100,000 each employee

except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

B. Even though the laws of a State (such as Texas) might allow a contractor to be a non-subscriber to worker's compensation, contractor is required to carry and maintain worker's compensation insurance (without any deductibles) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy. Employer's liability insurance coverage shall be as specified in A above.

**2. General Liability Insurance:**

General liability insurance coverage written on the comprehensive form of policy, is required in the amount of \$500,000.00 per occurrence for bodily injury, and \$50,000 per occurrence for property damage. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$10,000 for property damage

**3. Automobile Liability Insurance:**

A minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage provided for automobile liability insurance coverage written on the comprehensive form of policy, covering the operation of all automobiles used in connection with performing the contract is required. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$2,000 for property damage.

**LABOR STANDARDS (CONSTRUCTION CONTRACT)**  
**(Applicable to Contracts in Excess of \$2,500)**  
**(3/1/96)**

**01. FAR 52.222-4 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995) (applicable to contracts and subcontracts expected to exceed \$100,000)**

(a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) **Payrolls and basic records.** (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5 (A) (3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraph (a) through (e) of this clause.

**02. FAR 52.222-6 DAVIS-BACON ACT (FEB 1995)**

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages-paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification

of work actually performed, without regard to skill, except as provided in the contract entitled "Apprentices and Trainees Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bonafide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30 day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 03. FAR 52.222-7-WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including an apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**04. FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraphs (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 02-005-014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as set in the applicable wage determination incorporated into the contract

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**05. FAR 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)**

(a) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. My worker listed on

a payroll at an apprentice wage rate is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification if the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and training or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed in the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal Employment Opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**06. FAR 52.222-10- COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract

**07. FAR 52.222-11 - SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)**

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis Bacon Act, Contract Work Hours and Safety Standards Act Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, withholding of Funds, Subcontracts (Labor Standards), Contract Termination - Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) (1) within 14 days after award of the contract, the Contractor shall deliver to the

Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract



(2) Within 14 days after the end of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract

**08. FAR 52.222-12- CONTRACT TERMINATION - DEBARMENT (FEB 1988)**

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for Debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

**09. FAR 52.222-13- COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are hereby incorporated by reference in this contract

**10. FAR 52.222-14- DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**

The United States Department of Labor has set forth in 29 CFR Parts 5,6, and 7 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.

**11. FAR 52.222-15 - CERTIFICATION OF ELIGIBILITY (FEB 1988)**

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S. C. 1001.

LAST PAGE OF SOLICITATION 7FXG-T5-99-6302-B

**ATTACHMENT  
SOLICITATION PROVISION**

**PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION**

(a) The following definitions apply in this provision:

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

(2) "Deciding official" means the person chosen by the protester to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for GSA.

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

(1) Indicate that it is a protest to the agency.

(2) Be filed in writing with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2).

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(d) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(g) The protester has only one opportunity to support or explain the substance of its protest. GSA procedures do not provide for any discovery. The deciding official may request additional information from either the protester or the agency. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(i) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

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

(End of provision)

**Tab 23 (a) (Sub Tab)**

**Pre-A Corr. - Pre-Award Correspondence Incorporated via FPR  
(clarification ltrs. etc.)**

Pre-A Corr

SELBRE  
ASSOCIATES

October 16 2000

File Ref. GPLADVAN.DOC

Shella Brannan  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (7FXPI)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: The Trane Company  
Contract No. GS-07F-0248K

*Agree  
SB  
11-14-00*

Dear Ms. Brannan:

The Industrial Products Contracting Division (7FXPI) recently awarded an MAS Schedule Contract to The Trane Company for Energy Management Functions and Building Automation Systems under SIN 245-42(2). The basis for the award was Trane's commercial end-user class of customers and the offer noted that Trane affords discounts to its commercial customers based upon the product codes involved in the purchase. Trane offered the Government the following discounts exclusive of the IFF:

Product Codes # 104, 115, 179, 182, and 187	55.9% discount
Product Codes # 107 and 183	64.2% discount

In the Commercial Sales Practices Chart submitted with the offer, Trane rounded the discount rate to 56% and noted that its standard practice is to apply a 0.44 multiplier to the list price for the former set of product codes. It applies a multiplier of 0.358 to the list price for the latter set of product codes.

Throughout the contract negotiations, Trane maintained the position that the prices offered to the Government did not include the 1% Industrial Funding Fee. This is reflected in the Final Proposal Revision of March 22, 2000 in the Section "Basis of Negotiation and Award" in which Trane noted that the "GSA discounts set forth below are exclusive of the Industrial Funding Fee." In the Section "GSA Form 72A Reports and Industrial Funding Fee," Trane stated that it "elects to increase GSA prices by a multiplier of 1.0101 to cover the IFF. The prices set forth in the Government price list are inclusive of the IFF." This last sentence is accurate in that the proposed Government Pricelist submitted with the offer included separate columns for GSA prices with and without the IFF.

After the contract had been awarded, Selbre loaded Trane's Government Pricelist, which included the 1% IFF, on to GSA Advantage!. The GSA Advantage! prices must include the IFF if the contractor is passing that cost on to its customers and not absorbing the IFF itself. Thus, as you have noted, the prices for Trane products on GSA Advantage! do not reflect a discount of 55.9% and 64.2% from list price. (In fact, the GSA Advantage! prices are 55.4% and 63.8% of list price.) The 55.9% and 64.2% discounts equate to a 0.441 and 0.358 multiplier. When the IFF factor of 1.0101 is applied, you obtain the 55.4% and 63.8% discounts shown on GSA Advantage!. We believe that the prices in GSA Advantage! are

correct because the negotiated multipliers have been used and the IFF was only added subsequently to produce final GSA prices for listing in the electronic database. The GSA *Advantage!* prices are based on the negotiated GSA prices and discounts in the contract.

Trane recognizes that any change in prices that involves a change in the negotiated basis for the award, and thus a different discount for specific product codes, would require approval by GSA through a formal contract modification.

We trust that this letter adequately responds to your concerns about the prices for Trane products listed in GSA *Advantage!*. If you have any additional questions or comments regarding Trane's Government Pricelist, please contact me directly at 301-907-7334. Thank you for your assistance on this matter.

Sincerely,



David A. Lampen  
Selbre Associates, Inc.

cc: Rita Sauer, The Trane Company

Attachments:      Final Proposal Revision, dated March 22, 2000  
                         Commercial Sales Practices Chart  
                         Proposed Government Pricelist from Offer



North American  
The Trane Company

4823 White Bear Parkway  
St. Paul MN 55110  
TEL: 612-407-4000  
FAX: 612-407-4197

Building Automation Systems

March 22, 2000

File Ref: FPR01TRC.DOC

General Services Administration  
General Products Center  
Industrial Products Contracting Division (7FXP1)  
819 Taylor Street, Room 6A24  
Forth Worth, Texas 76102

ATTN: Sheila Brannan, Contracting Officer

REF: The Trane Company's Final Proposal Revision  
Solicitation No.: 7FXG-T5-99-6302-B

Dear Ms. Brannan:

The Trane Company (Trane) is pleased to provide this Final Proposal Revision with respect to the General Services Administration's above referenced solicitation.

---

#### BASIS OF NEGOTIATION AND AWARD

The Trane Company hereby agrees that the Basis of Negotiation/Award for Special Item Number (SIN) 246-42(2) (Energy Management Functions and Building Automation Systems) is predicated on the Commercial End-User class of customer.

The offer letter of October 25, 1999 and the letter of February 18, 2000 supplementing the offer are incorporated by reference.

GSA prices are based on a discount from The Trane Company's Commercial Pricelist, effective July 1, 1999. GSA discounts as set forth below under the section "Government Discounts" are exclusive of the Industrial Funding Fee.

---

#### COMMERCIAL DISCOUNTS

The Trane Company classifies its products into product codes for the purposes of discounting practices. Commercial customers are granted discounts as listed below. The following is a summary of the commercial sales practices chart, dated October 22, 1999.

Commercial customers are normally afforded a 56% discount for products identified with product codes # 104, 115, 178, 182, and 187. The Trane Company normally affords a discount of 64.2% for products identified with product codes #107 and 183. These discounts are referred to herein as a "standard discount." The specific terms of Trane's discounting policies are set out in the Commercial Sales Practices Chart.

Prompt Payment Discount: 1% if paid within 10 days of invoice.

Warranty: 12 months from start-up or 18 months from shipment, whichever is less. See Commercial Warranty in Terms and Conditions of Government Price List for full details.

Quantity Discounts: None

FOB Point: Shipment shall be F.O.B. destination with title passing to the Government upon delivery by the carrier, freight allowed and prepaid. The Trane Company shall be responsible for all expenses connected with the return of defective products or parts. The Government shall be responsible for expenses connected with all other returns. A restocking fee of 15% of the purchase price shall be charged to the Government for the return of non-defective products or parts

Delivery: 28 days after receipt of order.

Credit Card Discount: None.

#### GOVERNMENT DISCOUNTS

Based on written discounting policies and standard sales practices, the discounts offered to the Government are substantially equal to the best standard discount afforded to the End-User class of customers.

**Government Discounts.** The Trane Company is offering GSA the following discounts from published prices for products identified in the FSS Price List with the respective product codes.

Product Codes # 104, 115, 179, 182, and 187	55.9%
Product Codes # 107 and 183	64.2%

**Other Discounts and Concessions** offered the Government are as follows:

Prompt payment discount: 0%, Net 30 from date of invoice or date of acceptance, whichever is later.

Guarantee: 12 months from start-up or 18 months from shipment, whichever is less. See Commercial Warranty in Terms and Conditions of Government Price List for full details.

Quantity Discounts: None.

FOB Point: Shipment shall be F.O.B. destination with title passing to the Government upon delivery by the carrier, freight allowed and prepaid. The Trane Company shall be responsible for all expenses connected with the return of defective products or parts. The Government shall be responsible for expenses connected with all other returns. A restocking fee of 15% of the purchase price shall be charged to the Government for the return of non-defective products or parts

Delivery: 28 days after receipt of order.

Credit Card Discount: None.

Maximum Order: The maximum dollar value per order will be \$100,000 [(Special Item 246-42(2) - Facility Management Systems (Energy Management Functions and Building Automation Systems)].



**PRICE REDUCTION MEASURING**

In accordance with the Price Reduction clause, 552.238-76 at pages 55-58 of the contract, the Contracting Officer and The Trane Company agree that the customer (or category of customer) which will be the basis of award is the "Commercial End-User" class of customer.

The price relationship is defined as the current in effect GSA contract price as compared to the price charged to a Commercial End-User class of customer for the same product. This relationship shall be maintained throughout the contract period. Any change in the Contractor's published commercial prices or standard discounts applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

It is understood that The Trane Company may grant non-standard discounts (as described in the Commercial Sales Practices Chart) greater than those afforded to GSA exclusive of the IFF in the following percentages of transactions for each product code (which percentages shall be calculated for each six-month period from October 1 through March 31 and from April 1 through September 30):

Product Code	% of Transactions
104	2.4%
115	10%
179	1.1%
182	10%
187	10%
107	0.6%
183	0.3%

If the Trane Company should grant non-standard discounts (as described in the Commercial Sales Practices Chart) greater than those afforded to GSA exclusive of the IFF in a higher percentage of transactions (calculated during any six-month period from October 1 through March 31 and from April 1 through September 30) than the percentages listed above for any product code, the Government shall be notified within 30 days of the end of the six-month period. In that event the Government shall have the right to renegotiate the discount associated with that product code. The effective date for the price reduction will be assumed to be the date that the analysis was performed and accepted by GSA. Orders placed above the Maximum Order established herein are not applicable to this provision.

Non-standard discounts (as described in the Commercial Sales Practices Chart) granted by The Trane Company shall not be deemed to constitute a special discount to the customer (or category of customers) that was the basis for award, nor shall such non-standards be deemed to constitute a change that disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis for award.

A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, The Trane Company --

- (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.

The Trane Company 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).

The Trane Company 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).

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 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 Trane Company to the Contracting Officer.

The Trane Company may offer the Contracting Officer a voluntary Government-wide price reduction at any time during the contract period.

The Trane Company 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.

The contract will be modified to reflect any price reduction that becomes applicable in accordance with this clause.

#### **GSA FORM 72A REPORTS AND INDUSTRIAL FUNDING FEE**

The Trane Company acknowledges that it understands and accepts the clause entitled: "Contractor's Report of Sales and Industrial Funding Fee."

The Trane Company understands that 1% of sales under the contract constitutes the Industrial Funding Fee, which must be set aside for remittance to GSA on a quarterly basis. For SIN 245-42(2), The Trane Company elects to increase prices to GSA by a multiplier of 1.0101 to cover the IFF. The prices set forth in the Government price list are inclusive of the IFF.

The following person is the contact for the Industrial Funding Fee and GSA Form 72A Reports:

NAME: David A. Lampen  
Selbre Associates, Inc.  
ADDRESS: 7315 Wisconsin Avenue  
Tenth Floor, East Tower  
Beltsville, MD 20814  
E-MAIL ADDRESS: dlampen@selbre.com  
TELEPHONE: (301) 907-7334  
TELEFAX: (301) 656-1099  
DUN & BRADSTREET: 61-871-4190  
(FOR SELBRE)

Offeror's Web Site Address: [www.trane.com](http://www.trane.com)  
Offeror's E-Mail Address: [rsauer@trane.com](mailto:rsauer@trane.com)


CONCLUSION

The Trane Company acknowledges that to the best of its knowledge and belief all data submitted in response to Solicitation No. FCIS-JB-980001B (including any additional information provided to the Government during the Negotiation process) is current and accurate.

This is The Trane Company's FINAL PROPOSAL REVISION.

David A. Lampen of Selbre Associates will be the primary contact for all correspondence and questions regarding this offer and can be reached at 301-907-7334 or dlampen@selbre.com.

Sincerely,

  
Jay Alnor, Vice President and General Manager  
Building Automation Systems  
The Trane Company

cc: Selbre Associates, Inc.

7FX-99-6302-B

Offeror: The Trane Company  
 Special Item Number: 245-42(2)  
 Revised:

COMMERCIAL SALES PRACTICES

Column 1	Column 2	Column 3	Column 4	Column 5	Additional Information		
TYPE OF CUSTOMER	STANDARD DISCOUNTS & PRICING PRACTICES	QUANTITY OR VOLUME OF SALES	FOB POINT	ADDITIONAL DISCOUNTS OR CONCESSIONS	PROMPT PAYMENT DISCOUNT	WARRANTY	EST. % OF SALES
Distributors (Sell only to Dealers/Resellers)	See Note (4)	None	Origin	NONE	See Note (8)	See Note (9)	0.8%
Dealers/Resellers (Resell to End Users)	See Note (5)	None	Origin	See Note (7)	See Note (8)	See Note (9)	7%
VAR/System Integrators	See Note (5)	None	Origin	See Note (7)	See Note (8)	See Note (9)	0%
Original Equipment Manufacturers	N/A	N/A	N/A	N/A	N/A	N/A	N/A
State & Local Governments	See Note (5 & 6)	None	Origin	See Note (7)	See Note (8)	See Note (9)	20%
Educational & Nonprofit Institutions	See Note (5 & 6)	None	Origin	See Note (7)	See Note (8)	See Note (9)	25%
National & Corporate Accounts	See Note (5 & 6)	None	Origin	See Note (7)	See Note (8)	See Note (9)	20%
Commercial End Users	See Note (5)	None	Origin	See Note (7)	See Note (8)	See Note (9)	25.5%
Other (Specify)							
Proposed GSA Discounts	See Note (10)	None	Destination	See Note (7)	None	See Note (9)	1.5%

Note: See attachment to Commercial Sales Practices Chart for additional information on above referenced notes ( ).

Jay Allhof, VP and General Manager, 10/22/99

Offeror: The Trane Company

## Attachment to Commercial Sales Practices Chart for SIN 246-42(2)

## Notes:

- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 6 month period \$ 17,198,736. State beginning and ending of the 6 month period. Beginning October 1998 Ending March 1999. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract. SIN 246-42(2) \$495,000.
- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES        NO X. (See definition of "concession" and "discount" in 552.212-70).
- (4) A limited subset of Trane commercial building automation equipment is sold to selected Trane independent wholesale distributors. These distributors are subdivided into two categories: Stocking, or those that carry inventory, and Non-stocking. Stocking distributors apply a multiplier of 0.35 to the list price, and non-stocking distributors apply a multiplier of 0.4 to the list price, which equate to discounts of 65% and 60% respectively.
- (5) The Trane Company does not record nor analyze orders based on customer type. Standard discounting practices fall within the following intervals.

For products identified with product codes 104, 115, 179, 182, and 187 the standard is to apply a 0.44 multiplier to the list price, which equates to a 56% discount.

Product Code	Product Description	Percent of Jobs that receive up to the standard discount of 56% (0.44 multiplier)
104	Building Management Network Software	97.6%
115	Tracer Summit Software and Hardware	79.1%
179	Tracker Software and Hardware sold through commercial district sales offices	98.9%
182	General controllers (TCM, POM, DDC Chiller Sequencer) software and hardware	84.1%
187	Universal PCM software and hardware	81.8%

For products identified with product codes 107 and 183 the standard is to apply a 0.358 multiplier to the list price, which equates to a 64.2% discount.

Product Code	Product Description	Percent of Jobs that receive up to the standard discount of 64.2% (0.358 multiplier)
107	End Devices and Sensors	99.4%
183	Lighting Control Panel software and hardware	99.7%

Data is provided for the period of Oct 98 - Mar 99

- (8) Trane Company does not currently have a formal pricing policy for State, City, County and Local Governments and Educational and Nonprofit Institutions and National and Corporate accounts. It is Trane's intention to afford State, City, County and Local Governments and Educational and Nonprofit Institutions and National and Corporate accounts the same terms, conditions and pricing as would result in a GSA schedule contract, including spot market pricing conditions.

- (7) Additional non-standard, negotiated special discounts are offered as The Trane Company sees necessary.

All discounts are reviewed on a case by case basis. Non-standard, negotiated special discounts must be approved prior to quoting to the customer by one of six Regional Managers. In order to receive non-standard, negotiated special discounts one or more of the following criteria must be met.

- (a) Cumulative discounts for strategic jobs: These are offered where the customer desires to standardize on the system of a single manufacturer, and where the initial low priced installation does not commit Trane to long term reduced pricing levels.
- (b) Combination Sales: Sales of multi-Trane divisions products as a unified turnkey solution.
- (c) Sales Engineer Error: Products may be sold at non-standard discount where the sales engineer of record makes an error in specification interpretation. To maintain customer satisfaction Trane has on occasion provided more products than anticipated with no change in the total contract amount.
- (d) Customer evaluation or test products.
- (e) Beta equipment
- (f) Initial penetration into a new vertical market.
- (g) Error in pricing
- (h) Payment prior to product shipment (anticipatory discount)
- (i) Site reference account.
- (j) Unanticipated delay in the production process. Trane has on occasion granted discounts to customers, who had pre-purchased the products. These concessions were to maintain customer satisfaction.

While these non-standard, negotiated special discounts can be found in Trane's records they accounted for only 9% of Trane's business.

These occur to the following degree by product code:

Product Code	Product Description	Percent of Jobs that receive a non-standard discount
104	Building Management Network Software	2.4%
115	Tracer Summit Software and Hardware	20.9%
179	Tracer Software and Hardware sold through commercial district sales offices	1.1%
182	General controllers (TCM, PCM, DDC Chiller Sequencer) software and hardware	15.9%
187	Universal PCM software and hardware	18.2%
107	End Devices and Sensors	0.6%
183	Lighting Control Panel software and hardware	0.3%

Data is provided for the period of Oct 98 - Mar 99

- (8) A prompt payment discount of 1% if paid within 10 days of invoice.
- (9) Warranty on all Trane BAS products is the same: 12 months from start-up or 18 months from shipment; whichever is less (see commercial warranty for full details).
- (10) The Trane Company is proposing to offer the Federal Government discounts as follows
  - (a) For products identified with the product codes 104, 115, 179, 182, and 187 a 0.441 multiplier will be applied to list price. This equates to a discount of 55.9%
  - (b) For products identified with the product codes 107 and 183 a 0.358 multiplier will be applied to list price. This equates to a discount of 54.2%.
 The offered discount is the highest allowable under standard commercial sales discount policy.



**TRANE®**

**PROPOSED FSS PRICE LIST**

FSC Group 61, Part I  
Alarm and Signal Systems - Facility Management Systems

FSC CLASS: 6350

**Special Item Numbers**  
246-42(2) Facility Management Systems (Energy  
Management Functions)

**The Trane Company**  
4833 White Bear Parkway  
St. Paul, Minnesota 55110  
651-407-4000

**Contract Number:**  
XX-XXX-XXXXX

**Contract Period:**  
xxxxxx  
Through  
Xxxx xx, 2004

**Business Size:** Large

**General Services Administration**  
**Federal Supply Service**

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1a. Awarded Special Item Numbers:

<u>SIN</u>	<u>Description</u>
246-42(2)	Energy Management Functions and Building Automation Systems

1b. Lowest price model number and lowest unit price for the special item number awarded in the contract.

<u>Lowest Priced Model Number</u>	<u>Description</u>
\$6	Air flow sampling probe

2. Maximum Order Limitation: \$100,000 per order.

3. Minimum Order: \$100.00 per order.

4. Geographic Coverage (delivery area): 48 contiguous states, Alaska, Hawaii, Puerto Rico, and Washington, D.C.

5. Points of Production (city, county, and State or foreign country):

<u>Name of Manufacturer</u>	<u>Production Point</u>
The Trane Company	4833 White Bear Parkway St. Paul Ramsey County Minnesota 55110 651-407-4197

6. Discounts from commercial list prices: All prices contained are inclusive of negotiated discounts. See Proposed Government Pricelist for net prices. Net prices do not include surcharge for expedited and overnight delivery. See Item 11.

7. Quantity Discounts: None

8. Prompt Payment Terms: Prompt payment is 0%, Net 30 days from date of invoice or date of acceptance, whichever is later.

9a. Government Commercial Credit Card: VISA and MasterCard credit cards are accepted for orders with The Trane Company. These credit card orders can be placed with the following location:

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

Telephone: 651-407-4000  
Fax Number: 651-407-4197

9b. Government Commercial Credit Cards will be accepted for purchases below the micropurchase threshold of \$2500.

10. Foreign Items (list items by country of origin): None

- 11a. Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

<u>Special Item Number</u>	<u>Delivery Time (Days ARO)</u>
245-42(2) .....	28 Days

- 11b. Expedited Delivery. Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. Delivery times of 1-15 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor. The Contractor adds a delivery fee of 15% of the purchase price for delivery within one week.
- 11c. Overnight and 2-day delivery. When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor or Authorized Government Resellers for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. The Contractor adds a delivery fee of 20% of the purchase price for overnight delivery. Authorization must be included on the Government order for products.
- 11d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
12. FOB Point: Shipment shall be F.O.B. destination with title passing to the Government upon delivery by the carrier, freight allowed and prepaid. The Trane Company shall be responsible for all expenses connected with the return of defective products or parts. The government shall be responsible for expenses connected with all other returns. A restocking fee of 15% of the purchase price shall be charged to the Government for the return of non-defective products or parts.
13. Ordering Address: See Attached List of Trane Sales Offices.
14. Payment Address: See Attached List of Trane Sales Offices.
15. Warranty Provisions:

The Company warrants for a period of 12 months from initial start-up or 18 months from date of shipment, whichever is less, that the Company products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins; provided, that no warranty is made against corrosion, erosion or deterioration. The Company's obligations and liabilities under this warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to the Company's warranty agent's stock location (or port of export for shipments outside the conterminous United States) replacement equipment (or at the option of the Company parts therefor) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant.

No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

**Warranty Disclaimer - The above warranties are given in lieu of all other warranties, express or implied, including THE IMPLIED WARRANTY OF MERCHANTABILITY, any implied warranty of fitness for a particular purpose and any implied warranties otherwise arising from course of dealing or trade.**

16. **Export Packing Charges:**  
  
Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the Government order.
17. **Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level). No special concessions granted.**
18. **Terms and conditions of rental, maintenance, or repair:**  
  
Maintenance and repair is performed by the sales offices listed in the attached list of Trane Sales Offices, based on terms and prices set at each sales office. Contact each sales office for maintenance and repair available.
19. **Terms and conditions of installation:**  
  
Installation is performed by the sales offices listed in the attached list of Trane Sales Offices, based on terms and prices set by each sales office.
20. **Terms and conditions of repair parts:**  
  
Repair parts are stocked and sold by the sales offices shown on attached list of Trane Sales Offices.
21. **List of Service and Distribution Points: See Attached List of Trane Sales Offices**
22. **List of Participating Dealers. See Attached List of Trane Sales Offices.**
23. **Preventive Maintenance:**  
  
Preventive Maintenance is performed by the sales offices shown on attached list of Trane Sales Offices.
24. **Year 2000 (Y2K) compliant.**  
  
(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.

25. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants. Not Applicable.
26. Data Universal Number System (DUNS) number: 00-134-4621.
27. Notification regarding registration in Central Contractor Registration (CCR) database. The Trane Company will be registered upon award of a GSA schedule.

## The Trane Company

## Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
	BMTL	<b>Tracer Lighting Control Panel (LCP)</b>						
246-42(2)		16 point capacity enclosure	183	\$1,249	\$3,453	0.358	\$1,236	\$1,249
246-42(2)		32 point capacity enclosure	183	\$1,550	\$4,287	0.358	\$1,535	\$1,550
246-42(2)		Lighted switch card	183	\$244	\$676	0.358	\$242	\$244
246-42(2)		8 normally open, electrically held relays	183	\$161	\$446	0.358	\$160	\$161
246-42(2)		8 mechanically latched relays	183	\$344	\$950	0.358	\$340	\$344
246-42(2)		Interface to 8 remote GE RR7 relays	183	\$224	\$619	0.358	\$222	\$224
246-42(2)	4950 0406	<b>LCP Supervisor</b>	183	\$417	\$1,154	0.358	\$413	\$417
246-42(2)	4950 0407	<b>LCP Telephone Interface</b>	183	\$1,415	\$3,912	0.358	\$1,400	\$1,415
		<b>Lighting Control Accessories</b>						
246-42(2)	4150 5069	8 point normally open, electrically held relay expansion card	183	\$182	\$504	0.358	\$180	\$182
246-42(2)	4150 5076	8 point mechanically latched relay expansion card	183	\$388	\$1,073	0.358	\$384	\$388
246-42(2)	4150 5071	Interface to 8 remote GE RR7 relays	183	\$260	\$719	0.358	\$257	\$260
246-42(2)	4150 5070	Lighted switch card	183	\$244	\$676	0.358	\$242	\$244
246-42(2)	4020 0917	LCP edit software	183	\$181	\$501	0.358	\$179	\$181
246-42(2)	3591 4260	RJ12 to RJ12 Interface cable	183	\$11	\$31	0.358	\$11	\$11
246-42(2)	3591 4262	9-pin female adapter for PC	183	\$11	\$31	0.358	\$11	\$11
246-42(2)	3591 4263	25-pin female adapter for PC	183	\$11	\$31	0.358	\$11	\$11

The Trane Company

Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
	BMTS	Tracer Summit Building Control Unit (BCU)	115	\$3,030	\$6,802	0.441	\$3,000	\$3,030
246-42(2)	2980 0003	System verification <i>(Required on each Tracer Summit BCU. Multiplier of 0.441 cannot be applied to the \$500 price.)</i>	115	net \$500	net \$500		net \$500	
246-42(2)	4020 0905	Isolated Comm 2 Card	115	\$808	\$1,814	0.441	\$800	\$808
246-42(2)	4020 0906	Isolated Comm 3 Card	115	\$506	\$1,136	0.441	\$501	\$506
246-42(2)	4020 0907	Non-Isolated Comm 3 Card	115	\$303	\$680	0.441	\$300	\$303
246-42(2)	4020 0979	Non-Isolated Comm 4 Card	115	\$506	\$1,136	0.441	\$501	\$506
246-42(2)	4020 1021	Arcnet 1 Coax Input Card	115	\$151	\$340	0.441	\$150	\$151
246-42(2)	4020 1015	Arcnet 1 Fiber Input Card	115	\$523	\$1,174	0.441	\$518	\$523
246-42(2)	4020 1016	Arcnet 4 Coax Hub Card	115	\$321	\$720	0.441	\$318	\$321
246-42(2)	4020 1017	1 Fiber/2 Coax Hub Card	115	\$476	\$1,088	0.441	\$471	\$476
246-42(2)	4020 1018	2 Fiber/1 Coax Hub Card	115	\$608	\$1,364	0.441	\$602	\$608
246-42(2)	4020 1049	Arcnet Adapter for Laptop - PCM ClA	115	\$354	\$795	0.441	\$351	\$354
246-42(2)	4020 1019	RS-232 Card-BCU	115	\$50	\$113	0.441	\$50	\$50
246-42(2)	4020 1020	Internal modem - BCU	115	\$180	\$405	0.441	\$179	\$180
246-42(2)	4020 1118	Ethernet card - BCU	115	\$58	\$125	0.441	\$55	\$58
		<b>Tracer Summit Software</b>						
246-42(2)	4020 0909	Version 6.X (OS/2), add'l workstation	115	\$505	\$1,134	0.441	\$500	\$505
246-42(2)	4020 1093	Version 6.X (OS/2), upgrade	115	\$200	\$450	0.441	\$198	\$200
246-42(2)	4020 1111	Version 10.X (Windows) workstation	115	\$757	\$1,700	0.441	\$750	\$757
246-42(2)	4020 1113	Version 10.X (Windows) upgrade	115	\$312	\$700	0.441	\$309	\$312
246-42(2)	4950 0372	Thermostat Control Module in NEMA 1 resin enclosure, standard ambient	182	\$228	\$507	0.441	\$224	\$228

## The Trane Company

## Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
246-42(2)	4950 0373	Thermostat Control Module In NEMA 1 steel enclosure, extended ambient	182	\$260	\$583	0.441	\$257	\$260
246-42(2)	4950 0374	Thermostat Control Module In NEMA 4 steel enclosure, weatherproof extended ambient	182	\$325	\$729	0.441	\$321	\$325
246-42(2)	4950 0341	TCM transformer/relay in NEMA 1 enclosure, extended ambient	182	\$120	\$270	0.441	\$119	\$120
246-42(2)	4950 0419	Standard TUC, NEMA 1 resin enclosure, standard ambient	182	\$266	\$598	0.441	\$264	\$266
246-42(2)	4950 0420	Extended Ambient TUC, NEMA 1 steel enclosure, extended ambient	182	\$266	\$598	0.441	\$264	\$266
		<b>Programmable Control Module, 10 point board</b>						
246-42(2)	4950 0365	NEMA 1 enclosure, standard ambient	182	\$601	\$1,349	0.441	\$595	\$601
246-42(2)	4950 0366	NEMA 1 enclosure, LCD display	182	\$862	\$1,934	0.441	\$853	\$862
		<b>Programmable Control Module, 20 point board</b>						
246-42(2)	4950 0355	NEMA 1 enclosure, standard ambient	182	\$907	\$2,037	0.441	\$898	\$907
246-42(2)	4950 0356	NEMA 1 enclosure, LCD display	182	\$1,167	\$2,620	0.441	\$1,155	\$1,167
246-42(2)	4950 0357	NEMA 1 enclosure, extended ambient	182	\$980	\$2,200	0.441	\$970	\$980
246-42(2)	4950 0358	NEMA 4 enclosure, extended ambient	182	\$1,043	\$2,342	0.441	\$1,033	\$1,043

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
246-42(2)	4020 0801	LCD Display Retrofit Kit, NEMA 1 cover with LCD	182	\$260	\$583	0.441	\$257	\$260
	<b>BMTU</b>	<b>Universal Programmable Control Module (UPCM)</b>						
		<b>Enclosure Options</b>						
246-42(2)		Unit frame mount	187	\$780	\$1,751	0.441	\$772	\$780
246-42(2)		Standard ambient	187	\$872	\$1,957	0.441	\$863	\$872
246-42(2)		Extended ambient	187	\$1,009	\$2,266	0.441	\$999	\$1,009
246-42(2)		NEMA 4 weatherproof	187	\$1,331	\$2,887	0.441	\$1,317	\$1,331
		<b>UPCM Components</b>						
246-42(2)	4020 0967	Universal input card	187	\$161	\$361	0.441	\$159	\$161
246-42(2)	4020 0968	Binary input card	187	\$78	\$175	0.441	\$77	\$78
246-42(2)	4020 0969	Analog output card	187	\$229	\$515	0.441	\$227	\$229
246-42(2)	4020 0970	Binary output card	187	\$138	\$309	0.441	\$136	\$138
246-42(2)	4020 0971	Combo output card	187	\$202	\$453	0.441	\$200	\$202
246-42(2)	4020 0972	Analog output card with override	187	\$289	\$649	0.441	\$286	\$289
246-42(2)	4020 0973	Binary output card with override	187	\$197	\$443	0.441	\$195	\$197
246-42(2)	4020 0974	Combo output card with override	187	\$261	\$587	0.441	\$259	\$261
246-42(2)	4020 0980	Unit frame transformer kit	187	\$41	\$93	0.441	\$41	\$41
246-42(2)	4020 0975	External optional transformer kit	187	\$41	\$93	0.441	\$41	\$41
246-42(2)	4020 0977	Optional power supply	187	\$64	\$144	0.441	\$64	\$64
		<b>Universal PCM Accessories</b>						
246-42(2)	4151 0082	Universal PCM edit software	187	\$223	\$501	0.441	\$221	\$223



The Trane Company

Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
246-42(2)		Local Operator Interface (LCD)						
246-42(2)		new (designate in model number)	187	\$367	\$825	0.441	\$364	\$367
246-42(2)	4020 0894	retrofit kit (requires Version 2 upgrade)	187	\$389	\$873	0.441	\$385	\$389
246-42(2)	4950 0394	Remote Operator Interface (requires Version 2 upgrade)	187	\$506	\$1,136	0.441	\$501	\$506
246-42(2)	4020 0898	UPCM Version 2 Firmware Upgrade	187	\$78	\$175	0.441	\$77	\$78
246-42(2)	EMTK	<b>Tracker Stat 7</b>	179	\$796	\$1,786	0.441	\$788	\$796
246-42(2)		<b>Tracker Stat 16</b>	179	\$1,486	\$3,335	0.441	\$1,471	\$1,486
246-42(2)		<b>Tracker Stat 4</b>	179	\$571	\$1,282	0.441	\$565	\$571
		<b>Tracker accessories</b>						
246-42(2)	4020 0835	Internal modem kit	179	\$212	\$477	0.441	\$210	\$212
		<b>Building Management Network</b>						
246-42(2)	4020 0822	Text based	104	\$503	\$1,130	0.441	\$498	\$503
246-42(2)	4020 0823	Text based with Scheduling	104	\$851	\$1,910	0.441	\$842	\$851
246-42(2)	4020 0824	Color graphics	104	\$1,617	\$3,630	0.441	\$1,601	\$1,617
246-42(2)	4020 0825	Color graphics with Scheduling	104	\$1,880	\$4,220	0.441	\$1,861	\$1,880
246-42(2)	4020 0832	Multiple Copy Agreement - text based	104	\$367	\$825	0.441	\$364	\$367
246-42(2)	4020 0833	Multiple Copy Agreement - color graphics	104	\$624	\$1,400	0.441	\$617	\$624

## The Trane Company

## Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
<b>Tracer-Access</b>								
246-42(2)	4020 0955	Additional workstation software	104	\$1,817	\$4,080	0.441	\$1,799	\$1,817
246-42(2)	4020 0956	Additional 4 communication channel software	104	\$2,539	\$6,700	0.441	\$2,514	\$2,539
246-42(2)	4950 0380	VAV Command Unit II for Tracer 100 and VAV UCM II	182	\$1,158	\$2,600	0.441	\$1,147	\$1,158
246-42(2)	4950 0360	DDC Chiller Sequencer	182	\$1,331	\$2,967	0.441	\$1,317	\$1,331
<b>Pressure &amp; Flow Sensing Binary Input Devices</b>								
246-42(2)	4190 6006	Differential pressure air flow switch	107	\$21	\$58	0.358	\$21	\$21
246-42(2)	4190 2006	Air flow sampling probe	107	\$6	\$16	0.358	\$6	\$6
246-42(2)	4190 5005	Differential pressure water flow switch	107	\$61	\$169	0.358	\$61	\$61
<b>Temperature Sensing Binary Input Devices</b>								
246-42(2)	4190 1084	Low temperature cutout manual reset	107	\$58	\$161	0.358	\$58	\$58
246-42(2)	4190 1049	Room thermostat	107	\$34	\$95	0.358	\$34	\$34
246-42(2)	X13310270-0	Current Sensing Switch (for use with Tracer 100, PCM, and TCM) 2-135 amp current sensing switch	107	\$49	\$136	0.358	\$49	\$49

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SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
<b>Balco Temperature Sensors</b> <i>(for use with Tracer 100 panels, UPCM and directly with the first two PCM analog input points)</i>								
246-42(2)	4190 1041	Room temperature with cover	107	\$18	\$49	0.358	\$18	\$18
246-42(2)	4190 1102	Duct/immersion temperature with conduit box	107	\$20	\$55	0.358	\$20	\$20
246-42(2)	4190 1045	Duct temperature with 5 foot averaging element	107	\$51	\$140	0.358	\$50	\$51
246-42(2)	4190 1046	Duct temperature with 22 foot averaging element	107	\$57	\$157	0.358	\$56	\$57
246-42(2)	4190 1048	Immersion high temperature	107	\$64	\$177	0.358	\$63	\$64
246-42(2)	4190 1080	Balco transmitter	107	\$57	\$157	0.358	\$56	\$57
246-42(2)	4190 8019	immersion well	107	\$24	\$66	0.358	\$24	\$24
<b>Thermistor Temperature Sensors</b> <i>(for use with TCM, TUC, UPCM and PCM only)</i>								
246-42(2)	4190 1087	Zone sensor only	107	\$16	\$43	0.358	\$15	\$16
246-42(2)	4190 1088	Zone sensor with ON and Cancel buttons	107	\$21	\$58	0.358	\$21	\$21
246-42(2)	4190 1090	Zone sensor with ON and Cancel buttons and setpoint adjustment	107	\$27	\$76	0.358	\$27	\$27
246-42(2)	4190 1089	Zone sensor with ON button only	107	\$21	\$58	0.358	\$21	\$21
246-42(2)	4190 1086	Zone sensor with ON button and setpoint adjust	107	\$27	\$76	0.358	\$27	\$27
246-42(2)	4190 1091	Zone sensor wall plate	107	\$3	\$8	0.358	\$3	\$3
246-42(2)	4190 1092	20-ft. averaging duct sensor	107	\$83	\$230	0.358	\$82	\$83

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SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
246-42(2)	4190 7015	Stainless steel surface mount temp. sensor w/logo	107	\$10	\$28	0.358	\$10	\$10
246-42(2)	4190 7016	Stainless steel surface mount temp. sensor w/o logo	107	\$10	\$28	0.358	\$10	\$10
246-42(2)	4190 1093	6-ft. averaging duct sensor	107	\$59	\$162	0.358	\$58	\$59
246-42(2)	4190 1094	Zone sensor with setpoint adjustment only	107	\$27	\$76	0.358	\$27	\$27
246-42(2)	4190 1095	Zone sensor with 3-position switch, ON and cancel buttons and setpoint adjustment	107	\$35	\$98	0.358	\$35	\$35
246-42(2)	4190 1100	Sealed temperature sensor	107	\$10	\$27	0.358	\$10	\$10
246-42(2)	4190 1103	Duct/immersion temperature sensor	107	\$20	\$55	0.358	\$20	\$20
246-42(2)	4190 1101	Outside air temperature sensor	107	\$20	\$55	0.358	\$20	\$20
246-42(2)	4190 1071	Button temperature sensor	107	\$20	\$54	0.358	\$19	\$20
246-42(2)	4190 1104	Immersion well	107	\$20	\$55	0.358	\$20	\$20
		<i>375 Platinum Temperature Sensors (for use with Tracer 100 panels, Universal PCMs, and directly with the first two PCM analog input points)</i>						
246-42(2)	4190 1107	High accuracy room temperature with cover	107	\$22	\$60	0.358	\$21	\$22
246-42(2)	4190 1106	High accuracy outdoor air temp with enclosure	107	\$22	\$60	0.358	\$21	\$22
246-42(2)	4190 1105	High accuracy duct immersion temp w/ conduit box	107	\$21	\$58	0.358	\$21	\$21
246-42(2)	4190 1108	Well for high accuracy immersion sensor	107	\$22	\$60	0.358	\$21	\$22
246-42(2)	4190 1082	375 platinum transmitter	107	\$21	\$57	0.358	\$20	\$21

The Trane Company

Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
<b>Pressure Sensors</b> <i>(for use with Tracer 100 panels, Universal PCM and PCM)</i>								
246-42(2)	4190 1096	0-50 PSID water differential pressure sensor	107	\$361	\$998	0.358	\$357	\$381
246-42(2)	4190 5051	Selectable duct static pressure sensor	107	\$110	\$305	0.358	\$109	\$110
246-42(2)	4190 5050	Selectable building static pressure sensor	107	\$110	\$305	0.358	\$109	\$110
246-42(2)	4190 0812	24 VDC power supply in enclosure for Tracer 100	107	\$76	\$210	0.358	\$75	\$78
<b>Humidity Sensors</b> <i>(for use with Tracer 100 panels, Universal PCMs and PCM)</i>								
246-42(2)	4190 7011	Room humidity sensor	107	\$149	\$411	0.358	\$147	\$149
246-42(2)	4190 7012	Duct humidity sensor	107	\$160	\$442	0.358	\$158	\$180
246-42(2)	4190 7014	Outside air humidity sensor	107	\$186	\$515	0.358	\$184	\$186
246-42(2)	4190 1099	Room humidity sensor (+/- 5% RH)	107	\$74	\$205	0.358	\$73	\$74
<b>Carbon Dioxide (CO<sub>2</sub>) Sensors</b>								
246-42(2)	5010 0828	CO <sub>2</sub> Sensor in Wall Mount Enclosure	107	\$284	\$786	0.358	\$281	\$284
246-42(2)	4020 1010	Duct Mounting Kit for CO <sub>2</sub> Sensor	107	\$66	\$182	0.358	\$65	\$68
246-42(2)	4020 1048	Optional DC Relay for Binary Output Control	107	\$43	\$118	0.358	\$42	\$43

## The Trane Company

## Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
<b>AC Coil Relays</b>								
246-42(2)	3430 3017	24 VAC/SPDT	107	\$9	\$25	0.358	\$9	\$9
246-42(2)	3430 3020	24 VAC/SPDT with Enclosure	107	\$18	\$49	0.358	\$18	\$18
246-42(2)	4950 0340	Four 24 VAC pilot relays in a box	107	\$80	\$222	0.358	\$79	\$80
<b>Solenoid Air Valves (E-Ps)</b>								
246-42(2)	4190 6005	3-way solenoid air valve, 120 VAC	107	\$25	\$70	0.358	\$25	\$25
246-42(2)	4190 6003	3-way solenoid air valve, 24 VAC	107	\$25	\$70	0.358	\$25	\$25
<b>Analog Output Devices</b>								
246-42(2)	4190 6106	Electric to pneumatic transducer with enclosure (low capacity)	107	\$72	\$198	0.358	\$71	\$72
246-42(2)	4190 1087	Electric to pneumatic transducer with manual override and pressure gauge	107	\$89	\$274	0.358	\$88	\$89
246-42(2)	4950 6039	High capacity electric to pneumatic transducer	107	\$243	\$672	0.358	\$241	\$243
<b>24 VAC Transformers</b>								
246-42(2)	3580 6009	120 VAC Primary, 40 VA	107	\$9	\$25	0.358	\$9	\$9
246-42(2)	X13550272-0	480 VAC Primary, 60 VA	107	\$20	\$54	0.358	\$19	\$20
246-42(2)	3580 6021	120/208/240 VAC Primary, 75 VA	107	\$27	\$74	0.358	\$26	\$27

The Trane Company

Proposed Government Pricelist

SIN Number	Model Number	Product Description	Product Codes	GSA Price	List Price	Multiplier	GSA Price w/out IFF	GSA Price w/IFF
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Notices:

- A. Prices do not include taxes, labor warranty, installation labor or project/engineering labor.
- B. Tracker, Tracer Summit, Everyware, and Tracer-Access are trademarks, and Tracer and CenTraVac are registered trademarks, of The Trane Company.
- C. The Cancel function is not operable when connected to PCMs or TCMs manufactured before February, 1994.
- D. OS/2 is a trademark of IBM Corporation
- E. Windows is a trademark of Microsoft Corporation.

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(407) 660-1111  
FAX: (407) 660-0303  
1151 N. Keller Road - Suite A  
Orlando, Florida 32810

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

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

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

**RAPID CITY, SD**  
(605) 342-7925  
FAX: (605) 342-7930  
5271 Rockcross Court  
Rapid City, South Dakota 57702

**NEW YORK, NY**  
(212) 868-0066  
FAX: (212) 594-0537  
Ona Penn Plaza, Suite 4701  
New York, New York 10119-4798

**PHOENIX, AZ (CSO)**  
(602) 258-9600 - Sales & Adm.  
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

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

**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

**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

**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) 366-4958  
2343 Highland Farm Road, NW  
(24017)  
P.O. Box 7107  
Roanoke, Virginia 24019-0107

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

**PORTLAND, OR**  
(503) 620-8031  
FAX: (503) 639-1454  
Mailing Address:  
P.O. Box 23579  
Tigard, Oregon 97281  
Office Location:  
7257 SW Kable Lane  
Portland, Oregon 97224

**ROCHESTER, NY**  
**CENTRAL NEW YORK**  
(716) 256-2500  
FAX: (716) 256-0067  
1150 University Avenue, Unit 20  
Rochester, New York 14607

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

**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

**OMAHA, NE**  
(402) 331-7111  
FAX: (402) 331-5200

**PUERTO RICO**  
Sales  
Post Office Box 9000  
San Juan, Puerto Rico 00908-9000

TRANE SALES OFFICES

Suite 105  
Fenton, Missouri 63026

**SALT LAKE CITY, UT (CSO)**  
(801) 486-8500 - Sales & Service  
FAX: (801) 486-0752  
410 Ironwood Drive  
Salt Lake City, Utah 84115

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

**SAN DIEGO, CA**  
(619) 576-2500  
FAX: (619) 576-2554  
  
9555 Chesapeake Drive, Suite 201  
San Diego, California 92123

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

**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

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

**SHREVEPORT, LA**  
(318) 865-5663  
FAX: (318) 861-8481  
P.O. Box 6761  
504 W. 67th Street  
Shreveport, Louisiana 71106

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

**SOUTH BEND, IN**  
(219) 288-4814 - Sales  
FAX: (219) 282-4874  
929 Lincolnway East (46601)  
P.O. Box 4035  
South Bend, Indiana 46634

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

**SPRINGDALE, AR**  
(501) 361-2030  
FAX: (501) 361-5977  
10653 N. Highway 112  
Springdale, Arkansas 72762

**SPRINGFIELD, MO**  
(417) 863-2110  
FAX: (417) 863-2111  
2325-D East Olive Court (65802-2277)  
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) 575-6880  
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 880  
Holland, Ohio 43528

**TUCSON, AZ**  
(520) 743-1234  
FAX: (520) 748-1492  
4520 S. Coach Drive  
Tucson, Arizona 85714

**TULSA, OK**  
(918) 250-5522  
FAX: (918) 250-5419  
5125-F South Gamett  
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  
12920 Parklawn Drive  
Rockville, MD 20852

**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) 654-0865  
FAX: (570) 654-0343  
10 Freepport 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

TRANE SALES OFFICES

**WILMINGTON, NC**

(910) 792-0339

FAX: (910) 792-0466

6736 Netherlands Dr., Suite A

Wilmington, North Carolina 28405

FEDERAL EXPRESS  
POWERSHIP 3 RECEIPT

SENDER:  
SHEILA A BRAHMAN  
GSA, FSS/GEN'L PRODUCTS CENTER  
819 TAYLOR ST RM 6A24 7FXP

FT WORTH  
TX 761026105

RECIPIENT:  
Mr. DAVE LANPEN  
SELBRE ASSOCIATES  
7315 WISCONSIN AVE. 10 EAST

BETHESDA  
MD 20814

TRACKING #: 280 4605 666  
DATE: 04/06/00

SERVICE: STANDARD OVERNIGHT  
PAYMENT: BILL SENDER  
WEIGHT: 1 LBS

CHARGE: \$ 0.00  
REFERENCE:  
7FXPI-ES

DEPT NOTES:  
7FXG



U.S. GENERAL SERVICES ADMINISTRATION  
Greater Southwest Region

April 4, 2000

Mr. Jay Althof  
Vice President and General Manager  
The Trane Company  
4833 White Bear Parkway  
St. Paul, Minnesota 55110

Dear New Contractor,

**THIS LETTER CONTAINS IMPORTANT INFORMATION REGARDING  
REQUIREMENTS OF YOUR NEW FEDERAL SUPPLY SCHEDULE CONTRACT.**

Congratulations on receiving your Federal Supply Schedule contract. Enclosed is a copy of your contract, approved contract price lists, and other enclosures defined below. Please take note of the following provisions:

1. Preparation of Paper and Electronic Price Lists. This contract requires you to prepare and distribute paper copies of an authorized GSA price list and to prepare the same information on a common-use electronic medium. This requirement is contained in clause 552.238-71 Submission and Distribution of Authorized FSS Schedule Price Lists. Approved price lists are enclosed.
  - a. GSA Advantage Startup Kit instructions are enclosed. You will have 45 days to transmit the data.
  - b. The instructions for the paper price list preparation are found in clause I-FSS-600, Contract Price Lists. The elements addressed in the clause are contained in the clause. Paragraph (b) provides instruction for the preparation of both the price list and cover page notices.
  - c. When mailing your price list and cover page notices, please forward one copy to the following address:  
GSA, FSS, Schedules Information Center  
1941 Jefferson Davis Highway  
FMLI - Room A-1  
Washington, DC 20406

2. Equal Employment Opportunity:

- a. The contract is subject to the Equal Opportunity Clause as provided in Executive Order 11246, dated September 24, 1965, as amended by Executive Order

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

Federal Recycling Program



Printed on Recycled Paper

11375, dated October 13, 1967. The Equal Opportunity Clause requires that the enclosed Equal Opportunity poster be displayed in a conspicuous place available to employees and applicants for employment. Subcontractors must similarly display the EEO poster.

b. Prime contractors and subcontractors are required to file the Equal Employment Opportunity Employer Information Report EEO-1, Standard Form 100, (enclosed) in accordance with the instructions accompanying the form.

**MAIL COMPLETED EEO-1 FORMS TO:**  
Equal Employment Opportunity Commission  
Joint Reporting Committee  
1801 L. St., NW  
Washington, DC 20507  
(202) 663-4958

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

4. Clauses 552.238-74, Contractor's Report of Sales, and GSAR 552.238-76, Industrial Funding Fee require you to register with the FSS Vendor Support Center. Take the necessary steps to complete your registration. In addition, please review the enclosed guidelines we have developed to assist you with complying with your Industrial Funding Fee Payments.

5. The General Services Administration (GSA) has various methods of advertising your products and a marketing staff here to help you. At GSA our number one publication is MarkeTips. MarkeTips is a bimonthly publication that reaches over 120,000 of the top Military and Federal decision-makers in the world and has achieved great success. The General Products Center has a web page providing another avenue for you to reach the GSA customer. The web page address is [www.gsa.gov/regions/71ss/7fx](http://www.gsa.gov/regions/71ss/7fx).

We encourage all new contractors to participate in advertising through these mediums at no cost. The submission requirements are as follows:

- **Two color photos:** One will be submitted for print into MarkeTips, the other will go on the General Products Center homepage for an unspecified period of time. Images may be sent electronically but must be in TIF or EPS format and 300 d.p.i. only. If ZIP disks or Jazz disks are used, they will be returned upon request.
- A plain text article you would like to see in MarkeTips on disk or by e-mail, no more than half of a 7-1/2" X 9-1/2" page, and in 10-pt. type. (Preferably Microsoft Word document for a PC) Please keep the format of the article simple. Do not run your articles in columns or use several different fonts or colors. These interfere in the transfer to the Macintosh environment. The national MarkeTips editor will determine final format of the article. At the bottom of your article include the following information:  
Company Point of Contact:  
Phone:  
Fax:



Web site and e-mail address: (optional but recommended)  
Contract Number:  
Special Item Number:

- **1/2 or 1/4 page camera ready ad is acceptable.** See attached MarkeTips Advertising Specifications. If sent on disk, please include a color printout of the ad for review. Articles that do not adhere to the above specifications will not be printed. It is up to the contractor to assure that proper material is submitted. Final decision to publish the article resides with the national MarkeTips editor.

MarkeTips is published bi-monthly. The following deadlines apply for the editions shown.

<u>Edition of MarkeTips</u>	<u>Deadline to 7FXA</u>
January/February	1 October
March/April	1 December
May/June	1 February
July/August	1 April
September/October	1 June
November/December	1 August

Submission deadline are subject to change without notice.

Upon receipt of this letter, please provide us with this material as soon as possible. Once material is received, your information will be published in the next issue of MarkeTips. For questions regarding MarkeTips call customer relations at 817-978-4545. Please send the marketing information to:

Sharon Strohecker  
GSA/FSS/7FXA  
819 Taylor St.  
Fort Worth, TX 76102  
Fax: (817) 978-3761  
sharon.strohecker@gsa.gov

If you have any contracting questions, you may contact the undersigned at telephone 817-978-8421, fax: 817-978-3761, or e-mail: sheila.brannan@gsa.gov.

Sincerely,

  
Sheila Brannan (7FXPI-E5)  
Contracting Officer

Enclosures



# Industrial Funding FEE Payment Misidentification!!!!

Your Industrial Funding Fee Check Should Look Like This!

<b>CONTRACTOR</b>		<b>INDUSTRIAL FUNDING FEE CHECK</b>	<b>CHECK NO. 11238</b>
12345 MAIN STREET			<b>DATE</b>
AUSTOWN, USA 01234			
<b>GENERAL SERVICES ADMINISTRATION</b>			<b>\$428.39</b>
Four Hundred Twenty-Eight and 39/100			<b>DOLLARS</b>
<b>CONTRACT GS-00F-0000A</b> <b>REPORT PERIOD: OCT-DEC 98</b> <b>IFF AMOUNT: \$428.39</b>		<b>SIGNATURE</b>	
		<b>PROPER IDENTIFICATION</b>	

If not...you may be one of GSA's valuable contractors who is not in compliance with the "Industrial Funding Fee (IFF)" Contract Clause 552.238-76, which requires IFF checks to be "identified" with the proper information on the check, check stub or other remittance material, as follows:

1. Your Contract Number(s)
2. The Report Period(s)
3. The IFF Amount(s)

- ❖ Proper "identification" of IFF payments assures credit to the proper IFF contract account.
  - ❖ The IFF amount equals the amount of the payment when it is for only one report period and one contract number.
  - ❖ If a payment is submitted for more than one contract and/or for multiple report periods, the portion of the payment to be allocated to each report period and each contract number must be identified.
- For example...an IFF check for \$10,000 submitted for three contracts, all for the report period October-December 1998, should be annotated in the following format:

Contract GS-00F-0000A, Report Period Oct-Dec 98, Amount \$5,120  
 Contract GS-00F-1111A, Report Period Oct-Dec 98, Amount \$3,380  
 Contract GS-00F-2222A, Report Period Oct-Dec 98, Amount \$1,500  
 \$10,000

- ❖ Send IFF payments to:
  - General Services Administration
  - Accounts Receivable Branch
  - P. O. Box 70500
  - Chicago, IL 60673
- ❖ IFF Payments can be made using Electronic Funds Transfer (EFT). Call GSA Finance at 816-926-5377 or 1-800-676-3690 (Option 2, then Option 7) for more information.
- ❖ Direct any questions regarding identification or submission of the IFF to your Administrative Contracting Officer (ACO).

## 2000 MarkeTips Advertising Specifications\*

### Mechanical Requirements:

Page Trim Size 8.5"x11"

Live Image Area: 1/2 page (horizontal) 7.5"x4.5"  
1/4 Page (vertical) 3.625x4.5"

**Bleeds Are Not Accepted.** Ads must remain within the Live Image Area Specified above.

### Fonts:

All ads created for use in MarkeTips must use approved fonts only.

### GSA Identifier:

All ads must include the GSA Identifier. The Identifier must be placed in the upper right hand corner of the ad and must be the same size as submitter's logo. Identifier can be obtained by calling Paul Krysztoforski (703) 305-7316

### Electronic Files:

Macintosh platform, Quark Xpress 3.34 or 4.0. Must include Quark eps file as well as Quark document file, all approved fonts, tifs and eps files used within document.

Freehand 8: Must include Freehand eps file as well as Freehand document file, approved fonts, tifs and eps files used within document.

Files can be sent on Macintosh zip, jaz or CD

If product is available on GSA Advantage! or is under Schedule, this information must appear in ad.

If it is affiliated with JWOD, their identifier must be included. Advertising web sites other than GSA Advantage is not authorized.

Ads submitted, not in compliance with above specifications will not be accepted for publication.

### Approved Font Selections for MarkeTips

#### San Serifs:

Eras  
Franklin Gothic  
Frutiger  
Futura  
Futura Condensed  
Gill Sans  
Helvetica  
Condensed  
Helvetica Condensed  
Serif Gothic

#### Serifs:

Benguiat  
Bodoni  
Cheltenham  
ITC Clearface  
Galliard  
Adobe Garamond  
Garamond Helvetica  
ITC New Baskerville

#### Scripts

Brush Script  
Mistral  
Linoscript

#### Speciality

Peignot  
Cooper Black  
AachenBold  
Comic Sans MS  
Zapf Dingbats  
Wingdings Regular  
Wingdings 2 Regular  
Wingdings 3 Regular

\*MarkeTips reserves the right to placement of ads as well as any and all changes that are deemed necessary.

To help you administer your GSA contract, the following is provided:

### GSA CONTRACT CHECKLIST

For all questions/actions, except reporting of quarterly contract sales and submitting the quarterly industrial funding fee you will correspond with:

GSA, General Products Center  
Sheila Brannan (7FXPI-E5)  
819 Taylor St.  
Ft. Worth, TX 76102

Phone: 817-978-8421 Fax: 817-978-3761  
Email: sheila.brannan@gsa.gov

#### Notify this office in writing regarding items addressed below:

1. If any of the following change –
  - address, phone number(s), fax number (especially area code)
  - points of contact (contract administration, 72A sales reporting, industrial funding fee)

(If your address changed, how does it affect the payment/ordering addresses, 72A sales reporting point of contact, industrial funding fee contact, do they also need to be changed?)

A formal modification will be issued to change the contract information. A formal modification is not effective until signed by a GSA contracting officer.

2. If your non-government (commercial) price list is updated and you wish to use it regarding your GSA contract:

Submit two copies of the new price list

- Mark all items with the applicable Special Item Number (SIN)
- Mark-out those items and terms which are excluded

In a letter, indicate why you are submitting a new commercial price list (e.g., models deleted or added, price reductions, price increases.)

♦ *If you are adding a new SIN or brand not currently awarded on your contract, you must provide sales data according to the CSP-1 clause of your contract (this is included in the modification package you must request from this office).*

This office will then issue a contract modification incorporating the new price list into your contract. You CANNOT sell under your GSA contract from the new price list until the modification is signed by the GSA contracting officer.

3. Once you receive the modification which incorporates a new price list or items, you will need to complete a mailing of the new information. You must always provide this office with two copies of the cover page information and two copies of the price list you mailed. We will provide you the agency mailing labels (or diskette) with the modification which incorporates the new price list.

4. If you are on GSA Advantage!™ you must submit updates to your electronic price list. Changes to GSA Advantage!™ are always made based on the latest approved or rejected file from this office.

Please note – GSA Advantage submittal does not replace the requirement to submit two copies of new commercial price lists, and the requirement to formally modify your contract to incorporate the new commercial (non-government) price lists.

**FYI**

Hard copies of the Federal Supply Schedules are no longer published. However, the schedules maintained by Fort Worth are published at the following web site: <http://www.gsa.gov/regions/7fss/7fx/schedules/>. Schedules E-Library also lists you as a GSA contractor at web site: [www.fss.gsa.gov](http://www.fss.gsa.gov) and then select schedulesE-library.

Alan K. Searsy  
12/23/99 10:17 AM

To: Sheila A. Brannan/7FXPI/R07/GSA/GOV@GSA  
cc:

Subject: Re: FSC Group 63, Misc. Alarm and Signalling System

Yes, Sheila is as receptive as I am to placing these items on the 63I schedule. Our original plan still stands. It is my understanding that she will review the proposal you submitted under the IDIQ and see what the best course is to transfer the proposal to the 63I program. I am forwarding this response to her so that she will be aware of your inquiry.

Merry Christmas

Alan Searsy  
817-978-8370

From: "Weise Mike" <mweise@trane.com> AT internet on 12/23/99 08:24 AM EST

From: "Weise Mike" <mweise@trane.com> AT internet on 12/23/99 08:24 AM EST

To: Alan K. Searsy/7FXPI/R07/GSA/GOV  
cc:

Subject: FSC Group 63, Misc. Alarm and Signalling System

*Devid E 800-877  
1327  
65+*

Hi Alan, I heard you have officially moved to your new position at Fort Worth. Congratulations and we certainly have appreciated working with you.

I just wanted to ask if Shiela Brannan is equally receptive as you in the area of chillers and other energy conserving HVAC products? Have you shared your vision with her, or do we need to do some missionary work to bring her up to the point you were in a plan to move forward.

We are still interested in coming to some closure on the Chiller B0A and Trane's IDIQ Solicitation, which we submitted, and get a firm program in place.

Please share your thoughts and recommendations for the next steps now that you have officially changed projects and positions.

Thank you --

Mike Weise  
Trane/American Standard Government Affairs  
Arlington, VA  
Tel: 703/525-4015  
Fax: 703/525-0327  
Email: mweise@trane.com  
Visit Trane at: <http://www.trane.com>

Det. Devin Ericson  
Federal Sector Mgt.  
Chiller Pricing

~~Steve Roach~~

10:00 a.m.

Mike Weiss

# FAX

**Date** March 8, 2000

*Number of pages including cover sheet*

**TO:** *Ken Roberts  
Dave Lampen*

*Phone  
Fax Phone*

**CC:**

**FROM:** *Sheila Brannan  
Contracting Officer  
General Services  
Administration  
GSA, FSS (7FXG-E5)  
819 Taylor St.  
Ft. Worth, TX 76102*

**Phone** *817 978-8421*

**Fax Phone** *817 978-3761*

**REMARKS:**  *Urgent*  *For your review*  *Reply ASAP*  *Please Comment*

Thank you,



Sheila Brannan  
Contracting Officer  
GSA/FSS



# SELBRE

ASSOCIATES

February 22, 2000

File Ref: RSP01CVR.DOC

Sheila Brannan  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (7FXP)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

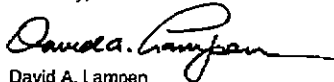
Dear Ms. Brannan:

Enclosed please find a letter from The Trane Company responding to the questions and concerns that you presented in your telephone conversations with Ken Roberts and David Lampen of Selbre Associates, Inc., on this offer. We have also enclosed a copy of the electronic publication *Data Link*, which The Trane Company circulated concerning the delay in the completion of Tracer Summit Software (Product Code #115) and the non-standard discount offered to purchasers of this product (see paragraph 3 of the letter).

Please contact Ken Roberts or David Lampen at Selbre Associates, Inc. if you need any additional information on the offer.

Thank you for your effort in connection with this offer.

Sincerely,



David A. Lampen  
Contract Manager  
Selbre Associates, Inc.

cc: Rita Sauer, The Trane Company

Enclosures



North American Commercial Group  
The Trane Company

4833 White Bear Parkway  
St Paul, MN 55110  
TEL 612 407 4000  
FAX 612 407 4197

Building Automation Systems

February 18, 2000

File Ref: RSP01TRC.DOC

Sheila Brannan  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (7FXPI)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

Dear Ms. Brannan:

Initially, I want to thank you for your enthusiastic interest in the offer on behalf of The Trane Company. During your recent conversation with representatives of the Selbre Associates, Inc. concerning the offer, you requested additional information on a number of issues. We submit this letter to respond to your concerns and to supplement the offer.

1. What are the duties and responsibilities of the independent wholesale distributors that differentiate them from our commercial end-users and end-users under a Government schedule contract?

Trane's independent wholesale distributors (IWDs) have specific responsibilities that are not required of end-users. Each IWD must:

- a. Support its stocking inventory
- b. Maintain a sales staff and pay their commission
- c. Have a trainer on staff to provide dealers with training
- d. Provide dealers with sales/application support
- e. Have a field representative to provide dealers with start-up support
- f. Have an Field Service Representative (FSR) on staff to provide dealers with service/warranty support at its expense except for warranty devices.

Independent wholesale distributors that stock inventory apply a multiplier of 0.35 to list price for Trane products, and non-stocking distributors apply a multiplier of 0.40 to the list price. These multipliers equate to discounts of 65% and 60% respectively. No additional discounts or concessions have been granted over the 60% and the 65% levels respectively. There are only a limited number of distributors and we estimate that the distributors' sales comprise 0.8% of sales of the products offered, as shown on the commercial practices chart.

2. The offer states at page 84-C that non-standard, negotiated special discounts accounted for only 9% of "Trane's business." Does this figure refer to 9% of The Trane Company's total sales or 9% of the offered products?

The non-standard, negotiated special discounts accounted for 9% of Trane's sales of the products being offered to the Government.

3. What was the basis for the allowance of non-standard discounts, which accounted for 20.9% of the transactions for the Tracer Summit Software and Hardware (product code #115)?

During the time period of October 1998 through March 1999, the Tracer Summit for Windows software was delayed in its completion and availability to customers. The Trane Company, Building Automation Systems Business Unit, offered substantial discounts during this period to retain customers who were waiting for the Tracer Summit for Windows products. For example, any customer who bought a Tracer Summit software package from April 1, 1998 to January 18, 1999 received a no-cost version of the Tracer Summit for Windows software after it shipped January 18, 1999. Thus, in order to maintain customer satisfaction, The Trane Company applied a multiplier of 0.0 or a 100% discount for these products to customers who had pre-purchased these products.

In the future, Trane does not expect to offer non-standard discounts on these products with this degree of frequency. Less than 10% of sales of these products may be discounted and the discounts will likely be as much as 64.2% (or the 0.358 multiplier).

4. What was the basis for the allowance of non-standard discounts, which accounted for 15.9% of the transactions for General Controllers software and hardware (product code #182) and for 18.2% of the transactions for Universal PCM software and hardware (product code #187)?

Both general controllers and the universal programmable control modules are what the controls industry calls input/output devices. These devices are basic for gathering data. If any miscalculation of data capacity has occurred, these devices are added to a job so that the control system can perform as intended or as designed. To maintain customer satisfaction, Trane has occasionally provided more of these controllers than originally estimated with no change in the total contract amount. In these situations, Trane offered a 100% discount in order to maintain customer satisfaction where there has been an error in specification interpretation, and Trane must do what is right in order to satisfactorily complete the job. These are individualized situations and are not repeatable to any degree or frequency.

Trane expects that it will discount these products in less than 3% of sales and the non-standard discount may be as much as 10%. Trane would cover Government orders in the same way.

We believe that the above information is responsive to your questions and concerns in your discussions with Selbre Associates, Inc. Please contact Ken Roberts or David Lampen at Selbre Associates, Inc. if you need any additional information on the offer.

Again, thank you very much for your efforts in connection with this offer on behalf of The Trane Company.

Sincerely,



Jay Althof  
Vice President and General Manager, The Trane Company

# **Data Link**

*Building Automation Systems Business Unit*

*January 22, 1999*

## **Tracer Summit for Windows Status**

Tracer Summit Version 10 is now shipping! General release orders are being shipped on standard cycles. Orders placed today will be received in 2-3 weeks.

## **Hot Jobs**

All projects that have been identified as "hot jobs" have now been shipped.

## **Free Upgrades**

All full Tracer Summit for OS/2 systems (ordering #4020-0909) that have shipped since April 1, 1998 will receive free upgrades to Version 10. You do not need to place an order to get this upgrade. These will be shipped out automatically in the next four to six weeks. This delay will allow us to release a version 10.01 that will repair any problems found in the initial release.

## **Demonstration Package**

The office demonstration packages have been delayed and should arrive in your offices by January 28, 1999. This delay was due to the fact that some minor problems were discovered with the Demonstration Database on the CDs shipped out this week. A new CD with an improved Demonstration Database and library is now in duplication and will be provided to all offices. This new CD will be designated as "CD Rev. B". Do not attempt to load the demonstration version from any earlier CD. The complete package being sent to District Managers includes:

- Tracer Summit software with Demonstration Database and manuals
- Introductory Video with segments for sales and marketing, and operations
- Engineering bulletins on Graphics, Ethernet, and Migration
- Marketing guide on how to demonstrate Tracer Summit using the included database
- Banner for use in your training room
- Buying group pricing announcement for Windows PCs
- Posters and other marketing pieces for use in your office

This package will allow you to set up projects, convert existing sites, demonstrate and sell systems, and come up to speed on this new product.

*Confidential*

*Copyright © American Standard 1999*



North American Commercial Group  
The Trane Company

4823 White Bear Parkway  
St Paul MN 55110  
TEL 612 407 4000  
FAX 612 407 4197

Building Automation Systems

February 18, 2000

File Ref: RSP01TRC.DOC

Sheila Brannan  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (7FXPI)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

Dear Ms. Brannan:

Initially, I want to thank you for your enthusiastic interest in the offer on behalf of The Trane Company. During your recent conversation with representatives of the Selbre Associates, Inc. concerning the offer, you requested additional information on a number of issues. We submit this letter to respond to your concerns and to supplement the offer.

1. What are the duties and responsibilities of the independent wholesale distributors that differentiate them from our commercial end-users and end-users under a Government schedule contract?

Trane's independent wholesale distributors (IWDs) have specific responsibilities that are not required of end-users. Each IWD must:

- a. Support its stocking inventory
- b. Maintain a sales staff and pay their commission
- c. Have a trainer on staff to provide dealers with training
- d. Provide dealers with sales/application support
- e. Have a field representative to provide dealers with start-up support
- f. Have an Field Service Representative (FSR) on staff to provide dealers with service/warranty support at its expense except for warranty devices.

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We believe that the above information is responsive to your questions and concerns in your discussions with Selbre Associates, Inc. Please contact Ken Roberts or David Lampen at Selbre Associates, Inc. if you need any additional information on the offer.

Again, thank you very much for your efforts in connection with this offer on behalf of The Trane Company.

Sincerely,



Jay Althof  
Vice President and General Manager, The Trane Company

# Data Link

Building Automation Systems Business Unit

January 22, 1999

## Tracer Summit for Windows Status

Tracer Summit Version 10 is now shipping! General release orders are being shipped on standard cycles. Orders placed today will be received in 2-3 weeks.

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- Posters and other marketing pieces for use in your office

This package will allow you to set up projects, convert existing sites, demonstrate and sell systems, and come up to speed on this new product.

*Confidential*

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# SELBRE

ASSOCIATES

October 25, 1999

File Ref: OFFERTRC.DOC

Alan Searsy,  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (&FXPI-T5)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

Dear Mr. Searsy,

Selbre Associates, Inc. is pleased to submit this proposed Federal Supply Service Alarm and Signal Systems Schedule Contract on behalf of the Trane Company in response to the above-referenced solicitation.

Selbre Associates, Inc. will be the single point of contact for all informational requests, negotiations, and the submission of required documentation requested by GSA throughout the Offer process. Any documentation submitted by Selbre Associates, Inc. that requires formal commitment by an officer of the Trane Company (including, but not limited to pricing/discount information, representations and certifications, etc.) will be so indicated by signature approval from the Trane Company on Selbre Associates, Inc. letterhead or on the Trane Company's letterhead at the direction of the GSA contracting specialist/officer.

Please insure that all correspondence is forwarded to Selbre Associates, Inc. to eliminate any delays in our responses to any GSA requests.

Sincerely,



Len Maisel  
Vice President & General Counsel  
Selbre Associates, Inc.

Attachments: Letter of Authorization to Negotiate



# SELBRE

ASSOCIATES

October 25, 1999

File Ref: OFFERTRC.DOC

Alan Searsy,  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (&FXPI-T5)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

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Please insure that all correspondence is forwarded to Selbre Associates, Inc. to eliminate any delays in our responses to any GSA requests.

Sincerely,



Len Maisel  
Vice President & General Counsel  
Selbre Associates, Inc.

Attachments: Letter of Authorization to Negotiate



Worldwide Applied Systems Group  
The Trane Company

4833 White Bear Parkway  
St. Paul, MN 55110  
TEL: 651 407 4000  
FAX: 651 407 4197

Building Automation Systems

October 22, 1999

File Ref: LOA99TRC.DOC

Alan Searsy, Contracting Officer  
General Services Administration, General Products Center  
Industrial Products Contracting Division (&FXPI-T5)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

Dear Mr. Searsy,

The Trane Company represents that the following persons are authorized to negotiate on behalf of The Trane Company with the General Services Administration (GSA), in conjunction with the above-referenced solicitation.



NAME	TITLE	COMPANY	PHONE NUMBER
Jay Althof	VP & General Manager	The Trane Company	(651) 407-3811
Mark Bergman	Marketing Manager	The Trane Company	(651) 407-4007
David Woodward	National Sales Manager	The Trane Company	(651) 407 4131
Ronald L. Breland	President & CEO	Selbre Associates, Inc.	(301) 907-7315
Lon Maisel	VP & General Counsel	Selbre Associates, Inc.	(301) 907-7321
Kenneth D. Roberts	Dir. of Contract Pricing	Selbre Associates, Inc.	(301) 907-7124
Nicole M. Diess	Dir., Contract Admin.	Selbre Associates, Inc.	(301) 907-7313
Rachel J. Klein	Contract Manager	Selbre Associates, Inc.	(301) 907-7344
David A. Lampen	Contract Specialist	Selbre Associates, Inc.	(301) 907-7334
Johnny M. Seikaty	Contract Administrator	Selbre Associates, Inc.	301) 907-7363

The following persons may also commit on behalf of The Trane Company.

NAME	TITLE	COMPANY	PHONE NUMBER
James H. Schultz	Executive Vice President	The Trane Company	(608) 787-3250
Jay Althof	VP & General Manager	The Trane Company	(651) 407-3811

Selbre Associates, Inc., Tenth Floor, East Building, 7315 Wisconsin Ave., Bethesda, Maryland 20814, will be the single point of contact for all informational requests, negotiations, amendments, modifications and the submission of required documentation requested by GSA throughout the Contract process. Any documentation submitted by Selbre Associates, Inc. that requires formal commitment by an officer of The Trane Company will be so indicated by signature approval from The Trane Company on Selbre Associates, Inc. letterhead or on The Trane Company letterhead at the direction of the GSA contracting specialist/officer.

Sincerely,

James H. Schultz,  
Executive Vice President  
The Trane Company

**TRANE®**


Worldwide Applied Systems Group  
The Trane Company

4833 White Bear Parkway  
St Paul MN 55110  
TEL 651 407 4000  
FAX 651 407 4197

Building Automation Systems

October 22, 1999

File Ref: SUM99TRC.DOC



Alan Searsy,  
Contracting Officer  
General Services Administration  
General Products Center  
Industrial Products Contracting Division (&FXPI-T5)  
819 Taylor Street, Room 6A24  
Fort Worth, Texas 76102

REF: Solicitation No. 7FXG-T5-99-6302-B

Dear Mr. Searsy,

To facilitate your review and analysis of the attached offer, we have summarized below the offer on behalf of The Trane Company (Trane).

**I. Type of Offer**

The Trane Company is a Manufacturer of building management systems. This offer is limited to products in SIN 246-42(2), Energy Management Functions and Building Automation Systems.

**II. Product Overview**

Trane is one of the world's largest suppliers of comfort systems for the heating, ventilating, air conditioning and building management industry. In North America, Trane commercial unitary and applied products are sold through a network of more than 125 sales offices located in major metropolitan centers throughout the U.S. and Canada, each of which is staffed by a team of the industry's most experienced sales engineering professionals. Residential and light commercial air conditioning products are sold in the U.S. through a nationwide network of independent distributors and company-owned offices and independent dealers.

Through this network, subcontracting and Trane's North American commercial sales offices, Trane strives to provide its customers with solutions to their building needs. Since Trane's first air conditioning unit, the Trane Unit Cooler, was developed in 1931 through today and going forward Trane has maintained its drive for excellence which has been the company's hallmark throughout its proud history.

An American Standard Company

[www.trane.com](http://www.trane.com)

In this offer, Trane is providing Tracer Lighting Control Panels and accessories; Tracer Summit Building Control Units and software; Thermostat Control Modules; Terminal Unit Controllers; Programmable Control Modules; Tracker Stats; Building Management Networks; Tracer Access software; VAV Command Units; DDC Chiller Sequencers; Temperature, Pressure, Humidity, and Carbon Dioxide Sensors; and Accessories, as set out in the Proposed FSS Price List.

### iii. Commercial Selling Practices

Trane sells its building maintenance products through sales offices, which in turn sell to end-users such as the Government. Trane classifies its products into product codes for the purposes of discounting practices. Below is a brief summary of Trane's standard Commercial discounting practices. For a complete description of its practices, see the Commercial Sales Practices Charts provided in this offer.

- (1) Trane offers a 56% discount for products identified with product codes #104, 115, 179, 182, and 187. It offers a 64.2% discount for products identified with product codes # 107 and 183. Specific terms of Trane's discounting policies are set out in the Commercial Sales Practices Chart.
- (2) It is Trane's intention to afford State, City, County and Local Governments and Educational and Nonprofit Institutions and National and Corporate accounts the same terms, conditions and pricing as would result in a GSA schedule contract, including spot market pricing conditions.

### IV. Warranty

Trane warrants for a period of 12 months from start-up or 18 months from shipment, whichever is less, that its products covered in this offer are (1) free from defects in material and manufacture and (2) have the capabilities and ratings set forth in the Company's catalogs and bulletins. The commercial warranty is set out in full in the Information for Ordering Activities section of the Proposed FSS Price List.

### V. Summary of Offer to the Government

Trane proposes to GSA a discount of 55.9% for products identified in the proposed FSS Price List with the product codes #104, 115, 179, 182, and 187.

Trane Proposes to GSA a discount of 64.2% for products identified in the proposed FSS Price List with the product codes #107 and 183.

### VI. Delivery Times

Trane offers overnight and 2-day delivery and expedited delivery of the products on its proposed FSS Price List. The terms and cost of such delivery are negotiable between the Offeror and the customer's ordering office. Such expedited delivery is subject to the availability of product inventory. Specific terms for expedited, overnight and 2-day delivery is set out in the Information for Ordering Activities section of the Proposed FSS Price List.

**VI. Trane's Sales Offices**

Two copies of a list of participating sales offices, which shall be participating in this proposed contract, are attached to this summary letter, pursuant to 552.216-74 at page 52 of the solicitation. A copy of the list of sales offices is also attached and made a part of the proposed FSS Price List.

**VII. Point of Contact**


David A. Lampen of Selbre Associates Inc. will be the primary contact for all correspondence and questions regarding this offer and can be reached at 301-907-7334 or dlampen@selbre.com. Please see the Letter of Authorization for this authority.

**IX. Privileged and Confidential**

This document constitutes commercial information, financial information and /or trade secrets. Accordingly, the Offeror asserts that this document is privileged, confidential and exempt from disclosure under 5 U.S.C. § 552(b).

Sincerely,

  
Jay Alford  
VP & General Manager  
The Trane Company

  
David A. Lampen  
Contract Specialist  
Selbre Associates, Inc.