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Part III

General Services Administration

48 CFR Parts 515, 538, and 552

General Services Administration Acquisition Regulation; Federal Supply
Schedule Contracting (Administrative Changes); Proposed Rule

GENERAL SERVICES ADMINISTRATION

48 CFR Parts 515, 538, and 552

[GSAR Case 2013–G502; Docket 2014–0009; Sequence 1]

RIN 3090–AJ41

General Services Administration Acquisition Regulation; Federal Supply Schedule Contracting (Administrative Changes)

AGENCY: Office of Acquisition Policy,
General Services Administration.

ACTION: Proposed rule with request for
comments.

SUMMARY: The General Services
Administration (GSA) is proposing to
amend the General Services
Administration Acquisition Regulation
(GSAR) to clarify and update the
contracting by negotiation GSAR section
and incorporate existing Federal Supply
Schedule Contracting policies and
procedures, and corresponding
provisions and clauses.

DATES: Interested parties should submit
written comments to the Regulatory
Secretariat on or before November 10,
2014 to be considered in the
formulation of a final rule.

ADDRESSES: Submit comments
identified by GSAR Case 2013–G502,
Federal Supply Schedule Contracting
(Administrative Changes), by any of the
following methods:

- *Regulations.gov:* <http://www.regulations.gov>.

Submit comments by searching for
“GSAR Case 2013–G502”. Select the
link “Comment Now” and follow the
instructions provided at the “You are
commenting on” screen. Please include
your name, company name (if any), and
“GSAR Case 2013–G502”, on your
attached document.

- *Fax:* 202–501–4067.

• *Mail:* U.S. General Services
Administration, Regulatory Secretariat
Division (MVCB), 1800 F Street, NW.,
2nd Floor, ATTN: Hada Flowers,
Washington, DC 20405–0001.

Instructions: Please submit comments
only and cite GSAR Case 2013–G502 in
all correspondence related to this case.
All comments received will be posted
without change to <http://www.regulations.gov>, including any
personal and/or business confidential
information provided.

FOR FURTHER INFORMATION CONTACT: Ms.
Dana Munson, General Services
Acquisition Policy Division, GSA, 202–
357–9652 or email Dana.Munson@gsa.gov,
for clarification of content. For
information pertaining to status or
publication schedules, contact the
Regulatory Secretariat at 202–501–4755.
Please cite GSAR Case 2013–G502.

SUPPLEMENTARY INFORMATION:

I. Background

GSA is proposing to amend the
General Services Administration
Acquisition Regulation (GSAR) to
update the text addressing GSAR part
515, Contracting by Negotiation, GSAR
part 538, Federal Supply Schedule
Contracting, and corresponding
provisions and clauses in GSAR part

552, Solicitation Provisions and
Contract Clauses.

GSAR Part 538 will be amended to
include MAS policies contained in FAS
Acquisition Letters (ALs) and
Instructional Letters (ILs). Bringing
these policies into the GSAM will allow
for greater transparency and an
opportunity for the public to comment
on these longstanding procedures.

The proposed changes included in
this rulemaking are as follows:

1. GSAR 538.273 is restructured to be
more consistent with the formation of
Federal Supply Schedule (FSS)
solicitations and contracts. The previous
structure of GSAR 538.273 was based
upon whether the FSS was single-award
or multiple-award. A more practical
structure outlines where each provision
or clause shall be located in FSS
solicitations and contracts (*e.g.*, as an
addendum to FAR clause 52.212–1 or
52.212–4).

2. Thirty five (35) new FSS-specific
clauses and provisions, previously
implemented through internal FAS
policy and currently in FSS solicitations
and contracts will be incorporated into
GSAR parts 538 and 552. Bringing these
clauses and provisions into the GSAM
allows for greater transparency, and
consolidates all regulations into one
area, while updating administrative
information to ensure currency and
consistency within the FSS program.
This also allows the public an
opportunity to comment on these
longstanding procedures. The thirty-five
(35) new clauses, prescriptions, and a
brief description are as follows:

New #	New name	Prescription	Description/Purpose of the provision/ Clause
552.238–82	Delivery Schedule	Use only in FSS solicitations and contracts for supplies.	This clause provides to the Offeror the requirement to address normal commercial delivery times in its offer.
552.238–83	GSA Advantage!	Use in all FSS solicitations and contracts except the Department of Veterans Affairs Federal Supply Schedules.	This clause outlines to the Contractor that it must participate in the GSA Advantage!® online shopping service. This clause is not applicable to the Department of Veterans Affairs.
552.238–84	Cover Page for Worldwide Federal Supply Schedules.	Use in all FSS solicitations. Use Alternate I for single award Federal Supply Schedules.	This provision notifies the Offeror of the industry and types of products/services being solicited.
552.238–85	Significant Changes	Use in all supply and service solicitation refreshes containing revisions since the previous posting to the Government's point of entry.	This provision outlines to Offerors the most recent solicitation revisions since its previous posting to the Government's point of entry.
552.238–86	Notice of Total Small Business Set-Aside.	Use in supply and service solicitations containing special item numbers (SINs) that are set aside for small business.	This provision notifies small business Offerors which Special Item Numbers (SINs) are set aside.
552.238–87	Information Collection Requirements	Use in all FSS solicitations.	This provision informs Offerors that only required regulations are contained in the solicitation.

New #	New name	Prescription	Description/Purpose of the provision/ Clause
552.238–88	Notice: Requests for Explanation or Information and Hours of Operation.	Use in all FSS solicitations.	This provision contains the contact information to address questions regarding the solicitation and the hours of operation.
552.238–90	Introduction of New Supplies/Services (INSS).	Use only in FSS solicitations allowing the introduction of new supplies/services. Note: GSA Form 1649, Notification of Federal Supply Schedule Improvement, may be required if revising a Special Item Number (SIN).	This provision notifies offerors of the method to propose new services or supplies not covered by the Schedule.
552.238–91	Authorized Negotiators	Use in all FSS solicitations.	This provision ensures only authorized personnel represent the contractor.
552.238–93	Use of Non-Government Employees to Review Offers.	Use only in FSS solicitations when non-government employees may be utilized to review solicitation responses.	This provision provides notification to Offerors that non-government employees may be utilized to review their solicitation response.
552.238–94	Examination of Records by GSA (Federal Supply Schedule).	Use in all FSS solicitations and contracts.	This clause notifies the Offeror that GSA shall have access to and the right to examine any books, documents, papers, and records involving transactions related to its FSS contract.
552.238–99	Deliveries to the U.S. Postal Service	Use only in FSS solicitations and contracts for mailable articles when delivery to a U.S. Postal Service (USPS) facility is contemplated.	This clause provides requirements for the delivery of mailable articles delivered direct to a USPS facility. The clause ensures the use of the USPS to reduce unnecessary costs of shipping.
552.238–100	Characteristics of Electric Current	Use only in FSS solicitations and contracts when the supply of equipment which uses electrical current is contemplated.	This clause requires the contractor to provide equipment with electrical currents suitable for the location in which the equipment is to be used, as specified on the order.
552.238–101	Marking and Documentation Requirements for Shipping.	Use only in FSS solicitations and contracts for supplies when the need for outlining the minimum information and documentation required for shipping is contemplated.	This clause defines the responsibility of ordering activities and contractors for the marking and documentation of shipping information.
552.238–102	Inspection	Use only in FSS solicitations and contracts when all items are to be inspected at a destination by a Government representative. Use Alternate I when it is anticipated that additional terms and conditions regarding responsibility for rejected supplies and additional costs for inspection and testing are required.	This clause informs contractors that items are to be inspected at a destination by an authorized Government representative. Alternate I includes terms and conditions regarding responsibility for rejected supplies and additional costs for inspection and testing.
552.238–103	Vendor Managed Inventory (VMI) Program (MAS).	Use only in FSS solicitations and contracts for supplies when a VMI Program is contemplated.	This clause allows Contractors that commercially provide a VMI type system to enter into similar partnerships with customers under a Blanket Purchase Agreements.
552.238–104	Order Acknowledgement	Use only in FSS solicitations and contracts for supplies.	This clause requires Contractors to acknowledge orders which state “Order Acknowledgement Required” within 10 calendar days after receipt to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.
552.238–105	Urgent Requirements	Use only in FSS solicitations and contracts for supplies.	This clause assists with ordering activities to receive accelerated delivery when the FSS contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity.
552.238–106	Post-Award Samples	Use only in FSS solicitations and contracts for the acquisition of carpet.	This clause instructs the Contractor of submission requirements.

New #	New name	Prescription	Description/Purpose of the provision/ Clause
552.238-107	Restriction on the Acceptance of Orders	Use only in FSS solicitations and contracts for electrostatic copying equipment, supplies (toner, developer, fuser oil) for such equipment, repair or replacement parts for such equipment, and maintenance or repair service for such equipment.	This clause sets restrictions on orders and deliveries in connection with the United States Navy and the Military Sealift Command.
552.238-108	Separate Charge for Performance Oriented Packaging (POP).	Use only in FSS solicitations and contracts for items defined as hazardous under Federal Standard No. 313.	This clause ensures both parties, contractors and ordering activities, are aware of a separate charge for preservation, packaging, packing and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS.
552.238-109	Additional Service Charge for Delivery Within Consignee's Premises.	Use only in FSS solicitations and contracts for supplies when allowing offerors to propose separate charges for deliveries within the consignee's premises.	This clause ensures both parties, contractors and ordering activities, are aware of a separate charges for deliveries within the consignee's premises.
552.238-110	Shipping Points	Use only in FSS solicitations and contracts for supplies when F.O.B. Origin shipments are contemplated.	This clause instructs the Offeror to provide shipping information, inclusive of carrier and address, for F.O.B. Origin shipments.
552.238-111	Contact for Contract Administration	Use in all FSS solicitations and contracts.	This clause instructs Offerors to provide points of contact for domestic and/or overseas contact information for contract administration.
552.238-112	Clauses for Overseas Coverage	Use only in FSS solicitations and contracts when overseas acquisition is contemplated. The following clauses and provisions shall also be inserted in full text, when applicable.	This clause ensures all applicable overseas clauses are included in the solicitation and contract.
552.238-113	Parts and Service	Use in all FSS solicitations and contracts.	This clause is used to ensure that the parts and services (including the performance of warranty or guarantee service) submitted by Offerors (dealers/distributors) is good for the entire contract period.
552.238-114	Delivery Prices Overseas	Use only in FSS solicitations and contracts when overseas acquisition is contemplated.	This clause is for use for F.O.B. Destination in overseas deliveries to ensure that all parties are aware of delivery terms.
552.238-115	Transshipments	Use in all FSS solicitations and contracts.	This clause states the terms and conditions for transshipments, and provides information to contractors with the necessary Department of Defense forms.
552.238-116	Foreign Taxes and Duties	Use only in FSS solicitations and contracts when overseas acquisition is contemplated.	This clause delineates which fees, taxes and other foreign governmental costs are exempt/non-exempt by the U.S. Government.
552.238-117	English Language and U.S. Dollar Requirements.	Use in all FSS solicitations and contracts.	This clause is used to instruct Contractors that all documents shall be produced in the English language, including, but not limited to, price lists and catalogs.
552.238-118	Delivery Prices	Use in all FSS solicitations and contracts.	This clause ensures all parties are aware of the delivery terms of the contract.
552.238-119	Federal Excise Tax	Use only in FSS solicitations and contracts for tire and tube acquisitions.	This clause instructs ordering activities on the procedures for invoicing the Federal Excise Tax, and requires contractors to quote this tax separately.
552.238-120	Guarantee	Use only in FSS solicitations and contracts for major appliances.	This clause outlines the guarantee afforded to the Government for a period of one year from the date of delivery.
552.238-121	Electronic Commerce	Use in all FSS solicitations and contracts except the Department of Veterans Affairs Federal Supply Schedules.	This clause outlines the use of electronic commerce/data interchange to conduct contract processes and procedures.

New #	New name	Prescription	Description/Purpose of the provision/ Clause
552.238–122	Imprest Funds (Petty Cash)	Use in all FSS solicitations and contracts.	This clause outlines to the Contractor that it agrees to accept cash payment for purchases under the terms of the contract in accordance with FAR 13.305.
552.238–123	Dissemination of Information by Contractor.	Use in all FSS solicitations and contracts.	This clause provides to the Contractor the responsibility of distributing Authorized Federal Supply Schedule Price Lists to all authorized sales outlets.
552.238–124	Deliveries Beyond the Contractual Period—Placing of Orders.	Use only in FSS solicitations and contracts for supplies.	This clause allows orders to be processed if they were received prior to the expiration of the contract.
552.238–125	Interpretation of Contract Requirements	Use in all FSS solicitations and contracts.	This indicates that only written clarifications regarding interpretation of contract clauses may only be made by the Contracting Officer or his/her designated representative.
552.238–126	Export Traffic Release (Supplies)	Use in FSS solicitations and contracts for supplies, except vehicles.	This clause informs contractors of the requirements for exporting items under the contract.
552.238–127	Export Traffic Release (Vehicles)	Use only in FSS solicitations and contracts for vehicles.	This clause informs contractors of the requirements for exporting vehicles under the contract.
552.238–128	Carload Shipments	Use only in FSS solicitations and contracts for vehicles.	This clause provides the requirements to ship cars by rail.
552.238–129	Spare Parts Kit	Use only in FSS solicitations and contracts for items requiring spare part kits.	This clause ensures requirements for spare part kits are understood by all parties.
552.238–130	Authentication Supplies and Services ...	Use in Federal Supply Schedule 70 solicitations only, and only contracts awarded Special Item Numbers (SINs) associated with the Homeland Security Presidential Directive 12 (HSPD–12).	This clause outlines requirements for the Homeland Security Presidential Directive 12 (HSPD–12).
552.238–131	Commercial Satellite Communication (COMSATCOM) Services.	Use only in FSS solicitations and contracts for COMSATCOM services.	This clause provides minimum requirements for COMSATCOM services.
552.238–132	Environmental Protection Agency Registration Requirement.	Use only in FSS solicitations and contracts for supplies when items may require registration with the Environmental Protection Agency.	This clause ensures items in FSC Group 68 items (insecticides, etc.) are properly registered with EPA.

3. Prescriptions for the following seven (7) existing clauses are updated to reflect current practices:

Clause	Name	Prescription	Description/Purpose of the provision/ Clause
552.238–70	Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.	Use only in FSS solicitations for electronic office equipment.	This clause instructs the Offeror to identify accessible electronic office equipment included in its proposal.
552.238–71	Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.	Use in all FSS solicitations and contracts.	This clause instructs the Offeror on how and when to submit and distribute its authorized FSS pricelists.
552.238–72	Identification of Products that have Environmental Attributes.	Use only in FSS solicitations and contracts that contemplate items with environmental attributes.	This provision instructs the Offeror to identify products included in its proposal that have environmental attributes.
552.238–73	Cancellation	Use in all FSS solicitations and contracts.	This clause provides instructions to the Offeror on cancelling its FSS contracts.
552.238–74	Industrial Funding Fee and Sales Reporting.	Use in all FSS solicitations and contracts.	This clause provides instructions to the Offeror on submitting the IFF.
552.238–75	Price Reductions	Use in all FSS solicitations and contracts. Use in all FSS solicitations and contracts. Use Alternate I in solicitations and contracts for— (i) Federal Supply Schedule 70;	This clause outlines the evaluation methodology triggering the PRC.

Clause	Name	Prescription	Description/Purpose of the provision/ Clause
552.238–81	Modifications (Federal Supply Schedules).	<p>(ii) The Consolidated Schedule containing information technology Special Item Numbers;</p> <p>(iii) Federal Supply Schedule 84; and</p> <p>(iv) Federal Supply Schedules for recovery purchasing (see 538.7102).</p> <p>Use in all FSS solicitations and contracts.</p> <p>(i) Use Alternate I for Federal Supply Schedules that only accept eMod.</p>	This clause provides to the Offeror instructions on adding and deleting, special item numbers, products and services from its contract.

4. Six (6) FSS-specific provisions and clauses that were removed from the GSAR as part of a previous General Services Administration Acquisition Manual (GSAM) rewrite are reinstated and given new clause numbers. Specifically, GSAR Case 2006–G507,

“*Rewrite of GSAR Part 538, Federal Supply Schedule Contracting*,” was published in the **Federal Register** at 74 FR 4596 on January 26, 2009 and removed the clauses. Since then, the clauses have been and are retained by GSA Acquisition Letter (AL) V–09–10

(and its supplements). The clauses and provisions contained therein are proposed to be reinstated into GSAR Parts 538 and 552 in order to ensure consistency and transparency and to provide the public an opportunity to comment.

THE REINSTATED CLAUSES ARE AS FOLLOWS:

Clause title	New GSAR location	New number	Previous number (s)
Contractor's Remittance (Payment) Address	538.273(b)(2)	552.238–89	552.232–82
Evaluation—Commercial Items (Federal Supply Schedule)	538.273(c)(1)	552.238–92	552.212–73
Discount for Prompt Payment (Federal Supply Schedule)	538.273(d)(10)	552.238–95	552.232–8
Contractor's Billing Responsibilities	538.273(d)(11)	552.238–96	552.232–83
Payment by Credit Card	538.273(d)(12)	552.238–97	552.232–79
Warranty (Federal Supply Schedule)	538.273(d)(13)	552.238–98	552.246–73

5. The GSAR clause at 552.215–71, Examination of Records by GSA (Multiple Award Schedule), is relocated to GSAR part 538. As part of the GSAR rewrite, GSA is relocating the instructions for using all clauses and provisions dealing with the FSS Program to GSAM part 538. Bringing these instructions into one area ensures currency and consistency within the FSS program. This provides better guidance to FSS contracting officers when developing FSS solicitations and contracts.

6. Typographical errors are corrected and minor administrative changes are made to GSAR parts 538 and 552 (e.g., renumbers existing provisions and clauses, changes “MAS” to “FSS” to be more consistent with the FAR).

II. Executive Orders 12866 and 13563

Executive Orders (E.O.s) 12866 and 13563 direct agencies to assess all costs and benefits of available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects, distributive impacts, and equity). E.O. 13563 emphasizes the

importance of quantifying both costs and benefits, of reducing costs, of harmonizing rules, and of promoting flexibility. This is not a significant regulatory action and, therefore, was not subject to review under section 6(b) of E.O. 12866, Regulatory Planning and Review, dated September 30, 1993. This rule is not a major rule under 5 U.S.C. 804.

III. Regulatory Flexibility Act

GSA does not expect this proposed rule to have a significant economic impact on a substantial number of small entities within the meaning of the Regulatory Flexibility Act 5 U.S.C. 601, *et seq.*, because the proposed rule will incorporate a number of provisions and clauses that are currently in use in FSS solicitations and contracts and most contractors are familiar with and are currently complying with these practices. However, since this is the first time these proposed changes and existing policies and procedures that impact the public are being published, an Initial Regulatory Flexibility Analysis (IRFA) has been prepared. The Secretariat has submitted a copy of the IRFA to the Chief Counsel for Advocacy of the Small Business Administration. A

copy of the IRFA may be obtained from the Regulatory Secretariat. GSA will consider comments from small entities concerning the affected GSAR parts in accordance with 5 U.S.C. 610. Comments must be submitted separately and shall cite 5 U.S.C. 601, *et seq.* (GSAR Case 2013–G502), in correspondence. The analysis is summarized as follows:

This IRFA has been prepared consistent with the criteria of 5 U.S.C. 604.

There are approximately 20,500 FSS contracts that are affected by this proposed change. Of these, approximately eighty percent (16,400) of FSS contracts are held by small businesses. The proposed rule is unlikely to affect small businesses awarded GSA FSS contracts as it implements a number of provisions and clauses currently in use in FSS solicitations and contracts, yet not vetted via public comment. The information collected is used by FAS to evaluate vendors' offers, ordering activities when placing orders against the contract, and other FSS vendors to conduct market research when submitting proposals. Therefore, this rule does not pose any new projected reporting, recordkeeping, or additional compliance requirements. Bringing these regulations into the GSAM consolidates all regulations into one area, allowing for any future changes to receive public comment.

There are a total of 31 Schedules, with 14 possessing an array of Special Item Numbers (SINs) set-aside for small businesses. Overall, small businesses have benefited from GSA providing access to the Federal marketplace via the Pre-award phase (Pathway to Success), the Post-award phase (New Contractor Orientation), and Contractor Assistance Visits (CAVs). FSS contracts are negotiated as volume purchase agreements, with generally very favorable pricing. The ability of small businesses to receive awards under the FSS Program has enabled them to grow in the Federal marketplace as well as realize significant cost savings.

IV. Paperwork Reduction Act

The Paperwork Reduction Act (44 U.S.C. chapter 35) applies because the proposed rule contains information collection requirements. Accordingly, the Regulatory Secretariat has submitted a request for approval of a new information collection requirement concerning OMB Control Number 3090-0303; Administrative Changes to the Office of Management and Budget under 44 U.S.C. 3501, *et seq.*

A. Annual Reporting Burden

The information collected is used by FAS to evaluate vendors' offers, ordering activities when placing orders against the contract, and other FSS vendors to conduct market research when submitting proposals.

Total public reporting burden for this collection of information is estimated to average 2,988 total hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Annual reporting burdens include the estimated respondents with 1 submission per respondent multiplied by preparation hours per response to get the total response burden hours. The estimated burden hours to the public for the below clauses are as follows:

The new provision at GSAR 552.238-89, Contractor Remittance (Payment) Address, requires the offeror to indicate the payment address to which checks shall be mailed for payment of invoices and to identify participating dealers and provide their addresses for receiving orders and payments on behalf of the contractor.

Respondents: 20,500.

Responses per respondent: 1.

Total annual responses: 20,500.

Preparation hours per response: 0.0333.

Total response burden hours: 683.

The new provision at GSAR 552.238-91, Authorized Negotiators, requires the offeror to outline its point-of-contact information for negotiations.

Respondents: 20,500.

Responses per respondent: 1.

Total annual responses: 20,500.

Preparation hours per response: 0.0333.

Total response burden hours: 683.

The new clause at GSAR 552.238-95, Discounts for Prompt Payment (Federal Supply Schedules), requires the offeror to provide the Government a discount for early payment, if applicable.

Respondents: 20,500.

Responses per respondent: 1.

Total annual responses: 20,500.

Preparation hours per response: 0.0167.

Total response burden hours: 342.

The new clause at GSAR 552.238-108, Separate Charge for Performance Oriented Packaging, requires the offeror to list any separate charge for preservation, packaging, packing and marking, and labeling of domestic and overseas HAZMAT surface shipments.

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at GSAR 552.238-109, Additional Service Charge for Delivery within Consignee's Premises, requires the offeror to list any separate cost for shipping when the delivery is within the consignee's premises (inclusive of items that are comparable in size and weight).

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at GSAR 552.238-110, Shipping Points, requires the offeror to provide shipping information, inclusive of carrier and address, for F.O.B. Origin shipments.

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at 552.238-111, Contact for Contract Administration, requires the offeror to provide points of contact for domestic and/or overseas contact information.

Respondents: 20,500.

Responses per respondent: 1.

Total annual responses: 20,500.

Preparation hours per response: 0.0167.

Total response burden hours: 342.

The new clause at 552.238-113, Parts and Service, requires the offeror to include in the price list, the names and

addresses of all supply and service points maintained in the geographic area in which the offeror will perform, whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at 552.238-114, Delivery Prices Overseas, requires the offeror to identify the intended geographic area(s)/countries/zones which are to be covered.

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at 552.238-118, Delivery Prices, requires the offeror to identify the intended geographic area(s)/countries/zones that are to be covered.

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at 552.238-134, Environmental Protection Agency Registration Requirement, requires the offeror to list the manufacturer's and/or distributor's name and EPA Registration Number for each item requiring registration with the EPA.

Respondents: 8,000.

Responses per respondent: 1.

Total annual responses: 8,000.

Preparation hours per response: 0.0167.

Total response burden hours: 134.

The new clause at GSAR 552.238-96, Contractor's Billing Responsibilities, contains a recordkeeping requirement that is subject to the Paperwork Reduction Act (44 U.S.C. 3501, *et seq.*). The clause provides for the contractor to require all dealers participating in the performance of the contract to agree to maintain certain records on sales made under the contract on behalf of the contractor. However, it does not add burden to what is already estimated for the existing GSAR clause at 552.238-74, Industrial Funding Fee and Sales Reporting by a previous information collection (see OMB Control Number 3090-0121; Industrial Funding Fee and Sales Reporting).

B. Requests for Comments Regarding Paperwork Burden

Submit comments, including suggestions for reducing this burden,

not later than November 10, 2014 to: GSA Desk Officer, OMB, Room 10102, NEOB, Washington, DC 20503, and a copy to the General Services Administration, Regulatory Secretariat Division (MVCB), ATTN: Ms. Flowers, 1800 F Street NW., 2nd Floor, Washington, DC 20405.

Public comments are particularly invited on: whether this collection of information is necessary for the proper performance of functions of the FAR, and will have practical utility; whether our estimate of the public burden of this collection of information is accurate, and based on valid assumptions and methodology; ways to enhance the quality, utility, and clarity of the information to be collected; and ways in which we can minimize the burden of the collection of information on those who are to respond, through the use of appropriate technological collection techniques or other forms of information technology.

Requesters may obtain a copy of the supporting statement from the General Services Administration, Regulatory Secretariat (MVCB), ATTN: Ms. Flowers, 1800 F Street NW., 2nd Floor, Washington, DC 20405.

Please cite OMB Control Number 9000-0303, (GSAR) Administrative Changes; GSAR Case 2013-G502, in all correspondence.

List of Subjects in 48 CFR Parts 515, 538, and 552

Government procurement.

Dated: August 20, 2014.

Jeffrey A. Koses,

Senior Procurement Executive, Office of Acquisition Policy, Office of Government-wide Policy.

Therefore, GSA proposes to amend 48 CFR parts 515, 538, and 552 as set forth below:

PART 515—CONTRACTING BY NEGOTIATION

■ 1. The authority citation for 48 CFR part 515 is revised to read as follows:

Authority: 40 U.S.C. 121(c).

515.209–70 [Amended]

■ 2. Amend section 515.209–70 by removing the undesignated center heading “Clause for Multiple Award Schedules” and paragraphs (c) and (d).

PART 538—FEDERAL SUPPLY SCHEDULE CONTRACTING

■ 3. The authority citation for 48 CFR part 538 continues to read as follows:

Authority: 40 U.S.C. 121(c).

■ 4. Amend section 538.270 by revising the section heading; and removing from

the introductory text of paragraph (c) and paragraph (c)(7) “MAS” and adding “FSS” in their places. The revised heading reads as follows:

538.270 Evaluation of Federal Supply Schedule (FSS) offers.

* * * * *

■ 5. Amend section 538.271 by revising the section heading; and removing from paragraphs (a) and (b) “MAS” and adding “FSS” in their places. The revised heading reads as follows:

538.271 FSS contract awards.

* * * * *

■ 6. Amend section 538.272 by revising the section heading to read as follows:

538.272 FSS price reductions.

* * * * *

■ 7. Revise section 538.273 to read as follows:

538.273 FSS solicitation provisions and contract clauses.

(a) As prescribed in this section, insert the following provisions in the beginning of FSS solicitations:

(1) *552.238–84, Cover Page for Federal Supply Schedules*. Use in all FSS solicitations. Use Alternate I for single award Federal Supply Schedules.

(2) *552.238–85, Significant Changes*. Use in all supply and service solicitation refreshes containing revisions since the previous posting to the Government’s point of entry.

(3) *552.238–86, Notice of Total Small Business Set-Aside*. Use in supply and service solicitations containing one or more special item numbers (SINs) that are set aside for small business.

(4) *552.238–87, Information Collection Requirements*. Use in all FSS solicitations.

(5) *552.238–88, Notice: Requests for Explanation or Information and Hours of Operation*. Use in all FSS solicitations.

(b) As prescribed in this section, insert the following provisions as an addendum to 52.212–1, Instructions to Offerors—Commercial Items:

(1) *552.238–70, Identification of Electronic Office Equipment Providing Accessibility for the Handicapped*. Use only in FSS solicitations for electronic office equipment.

(2) *552.238–89, Contractor’s Remittance (Payment) Address*. Use in all FSS solicitations.

(3) *552.238–90, Introduction of New Supplies/Services (INSS)*. Use in all FSS solicitations. Note: GSA Form 1649, Notification of Federal Supply Schedule Improvement, may be required if revising a Special Item Number (SIN).

(4) *552.238–91, Authorized Negotiators*. Use in all FSS solicitations.

(c) As prescribed in this section, insert the following provisions as an addendum to 52.212–2, Evaluation—Commercial Items, when required within the scope of the solicitation:

(1) *552.238–92, Evaluation—Commercial Items (Federal Supply Schedules)*. Use in FSS standing solicitations. Use Alternate I for non-standing FSS solicitations.

(2) *552.238–93, Use of Non-Government Employees to Review Offers*. Use only in FSS solicitations when non-government employees may be utilized to review solicitation responses.

(d) As prescribed in this section, insert the following clauses as an addendum to Clause 52.212–4, Contract Terms and Conditions—Commercial Items:

(1) *552.238–71, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists*. Use in all FSS solicitations and contracts.

(i) Use Alternate I, in solicitations and contracts for—

(A) Federal Supply Schedule 70;

(B) The Consolidated Schedule contracts containing information technology Special Item Numbers;

(C) Federal Supply Schedule 84; and

(D) Federal Supply Schedules for recovery purchasing (see 538.7102), use Alternate I.

(ii) If GSA is not prepared to accept electronic submissions for a particular schedule delete—

(A) The paragraph identifier “(i)” in (b)(1) and the word “and” at the end of paragraph (b)(1)(i); and

(B) Paragraphs (b)(1)(ii) and (b)(3).

(2) *552.238–72, Identification of Products that have Environmental Attributes*. Use only in FSS solicitations and contracts that contemplate items with environmental attributes.

(3) *552.238–73, Cancellation*. Use in all FSS solicitations and contracts.

(4) *552.238–74, Industrial Funding Fee and Sales Reporting*. Use in all FSS solicitations and contracts.

(5) *552.238–75, Price Reductions*. Use in all FSS solicitations and contracts. Use Alternate I in solicitations and contracts for—

(i) Federal Supply Schedule 70;

(ii) The Consolidated Schedule containing information technology Special Item Numbers;

(iii) Federal Supply Schedule 84; and

(iv) Federal Supply Schedules for recovery purchasing (see 538.7102).

(6) *552.238–81, Modifications (Federal Supply Schedules)*. Use in all FSS solicitations and contracts. Use Alternate I for Federal Supply Schedules that only accept eMod.

(7) *552.238–82, Delivery Schedule.* Use only in FSS solicitations and contracts for supplies.

(8) *552.238–83 GSA Advantage!®.* Use in all FSS solicitations and contracts except the Department of Veterans Affairs Federal Supply Schedules.

(9) *552.238–94 Examination of Records by GSA Federal Supply Schedules.* Use in all FSS solicitations and contracts. With the Senior Procurement's Executive approval, the Contracting Officer may modify the clause at 552.238–9 to provide for post-award access to and the right to examine records to verify that the pre-award/modification pricing, sales or other data related to the supplies or services offered under the contract which formed the basis for the award/modification was accurate, current, and complete. The following procedures apply:

(i) Such a modification of the clause must provide for the right of access to expire 2 years after award or modification.

(ii) Before modifying the clause, the Contracting Officer must make a determination that absent such access there is a likelihood of significant harm to the Government and submit it to the Senior Procurement Executive for approval.

(iii) The determinations under paragraph (d)(2) of this section must be made on a schedule-by-schedule basis.

(10) *552.238–95, Discounts for Prompt Payments (Federal Supply Schedules).* Use in all FSS solicitations and contracts.

(11) *552.238–96, Contractor's Billing Responsibilities.* Use in all FSS solicitations and contracts.

(12) *552.238–97, Payment by Credit Card.* Use in all FSS solicitations and contracts.

(13) *552.238–98, Warranty (Federal Supply Schedules).* Use in all FSS solicitations and contracts.

(14) *552.238–99, Deliveries to the U.S. Postal Service.* Use only in FSS solicitations and contracts for mailable articles when delivery to a U.S. Postal Service (USPS) facility is contemplated.

(15) *552.238–100, Characteristics of Electric Current.* Use only in FSS solicitations and contracts when the supply of equipment which uses electrical current is contemplated.

(16) *552.238–101, Marking and Documentation Requirements for Shipping.* Use only in FSS solicitations and contracts for supplies when the need for outlining the minimum information and documentation required for shipping is contemplated.

(17) *552.238–102, Inspection.* Use only in FSS solicitations and contracts when all items are to be inspected at a

destination by a Government representative. Use Alternate I when it is anticipated that additional terms and conditions regarding responsibility for rejected supplies and additional costs for inspection and testing are required.

(18) *552.238–103, Vendor Managed Inventory (VMI) Program.* Use only in FSS solicitations and contracts for supplies when a VMI Program is contemplated.

(19) *552.238–104, Order Acknowledgement.* Use only in FSS solicitations and contracts for supplies.

(20) *552.238–105, Urgent Requirements.* Use only in FSS solicitations and contracts for supplies.

(21) *552.238–106, Post-Award Samples.* Use only in FSS solicitations and contracts for the acquisition of carpet.

(22) *552.238–107, Restriction on the Acceptance of Orders.* Use only in FSS solicitations and contracts for electrostatic copying equipment, supplies (toner, developer, fuser oil) for such equipment, repair or replacement parts for such equipment, and maintenance or repair service for such equipment.

(23) *552.238–108, Separate Charge for Performance Oriented Packaging (POP).* Use only in FSS solicitations and contracts for items defined as hazardous under Federal Standard No. 313.

(24) *552.238–109, Additional Service Charge for Delivery within Consignee's Premises.* Use only in FSS solicitations and contracts for supplies when allowing offerors to propose separate charges for deliveries within the consignee's premises.

(25) *552.238–110, Shipping Points.* Use only in FSS solicitations and contracts for supplies when F.O.B. Origin shipments are contemplated.

(26) *552.238–111, Contract for Contract Administration.* Use in all FSS solicitations and contracts.

(27) *552.238–112, Clauses for Overseas Coverage.* Use only in FSS solicitations and contracts when overseas acquisition is contemplated. The following clauses and provisions shall also be inserted in full text, when applicable.

(i) 52.214–34, Submission of Offers in the English Language.

(ii) 52.214–35, Submission of Offers in U.S. Currency.

(iii) 52.247–34, FOB Destination.

(iv) 52.247–38, FOB Inland Carrier, Country of Exportation.

(v) 52.247–39, FOB Inland Point, Country of Importation.

(vi) 552.238–100, Characteristics of Electric Current.

(vii) 552.238–101, Marking and Documentation Requirements Per Shipment.

(viii) 552.238–113, Parts and Service.

(ix) 552.238–114, Delivery Prices Overseas.

(x) 552.238–115, Transshipments.

(xi) 552.238–116, Foreign Taxes and Duties.

(28) *552.238–117, English Language and U.S. Dollar Requirements.* Use in all FSS solicitations and contracts.

(29) *552.238–118, Delivery Prices.* Use in all FSS solicitations and contracts.

(30) *552.238–119, Federal Excise Tax.* Use only in FSS solicitations and contracts for tire and tube acquisitions.

(31) *552.238–120, Guarantee.* Use only in FSS solicitations and contracts for major appliances.

(32) *552.238–121, Electronic Commerce.* Use in all FSS solicitations and contracts except the Department of Veterans Affairs Federal Supply Schedules.

(33) *552.238–122, Imprest Funds (Petty Cash).* Use in all FSS solicitations and contracts.

(34) *552.238–123, Dissemination of Information by Contractor.* Use in all FSS solicitations and contracts.

(35) *552.238–124, Deliveries Beyond the Contractual Period—Placing of Orders.* Use only in FSS solicitations and contracts for supplies.

(36) *552.238–125, Interpretation of Contract Requirements.* Use in all FSS solicitations and contracts.

(37) *552.238–126, Export Traffic Release (Supplies).* Use in FSS solicitations and contracts for supplies, except vehicles.

(38) *552.238–127, Export Traffic Release (Vehicles).* Use only in FSS solicitations and contracts for vehicles.

(39) *552.238–128, Carload Shipments.* Use only in FSS solicitations and contracts for vehicles.

(40) *552.238–129, Spare Parts Kit.* Use only in FSS solicitations and contracts for items requiring spare part kits.

(41) *552.238–130, Authentication Supplies and Services.* Use in Federal Supply Schedule 70 solicitations only. When the Federal Supply Schedule 70 contract is awarded, use only if the awarded contract includes Special Item Numbers (SINs) associated with the Homeland Security Presidential Directive 12 (HSPD–12).

(42) *552.238–131, Commercial Satellite Communication (COMSATCOM) Services.* Use only in FSS solicitations and contracts for COMSATCOM services.

(43) *552.238–132, Environmental Protection Agency Registration Requirement.* Use only in FSS solicitations and contracts for supplies when items may require registration with the Environmental Protection Agency.

■ 8. Amend section 538.7004 by revising paragraphs (a), (b), and (c) to read as follows:

538.7004 Solicitation provisions and contract clauses.

(a) As an addendum to 52.212–4, Contract Terms and Conditions—Commercial Items the contracting officer shall insert the clause at 552.238–77, Definition (Federal Supply Schedules), in solicitations and contracts for:

(1) Federal Supply Schedule 70;

(2) The Consolidated Schedule containing information technology SINs; and

(3) Federal Supply Schedule 84.

(b) As an addendum to 52.212–4, Contract Terms and Conditions—Commercial Items the contracting officer shall insert the clause at 552.238–78, Scope of Contract (Eligible Ordering Activities), in solicitations and contracts for:

(1) Federal Supply Schedule 70; and

(2) The Consolidated Schedule containing information technology SINs; and

(3) Federal Supply Schedule 84.

(c) As an addendum to 52.212–4, Contract Terms and Conditions—Commercial Items the contracting officer shall insert the clause at 552.238–79, Use of Federal Supply Schedule Contracts by Certain Entities—Cooperative Purchasing, in solicitations and contracts for:

(1) Federal Supply Schedule 70;

(2) The Consolidated Schedule containing information technology SINs; and

(3) Federal Supply Schedule 84.

* * * * *

■ 9. Amend section 538.7104 by revising paragraphs (a), (b), and (c) to read as follows:

538.7104 Solicitation provisions and contract clauses.

(a) As an addendum to 52.212–4, Contract Terms and Conditions—Commercial Items the contracting officer shall insert the clause at 552.238–76, Definition (Federal Supply Schedules)—Recovery Purchasing, in Federal Supply Schedule solicitations and contracts which contain products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack.

(b) As an addendum to 52.212–4, Contract Terms and Conditions—Commercial Items the contracting officer shall insert the clause at 552.238–78, Scope of Contract (Eligible Ordering Activities), with Alternate I in

Federal Supply Schedule solicitations and contracts which contain products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack.

(c) As an addendum to 52.212–4, Contract Terms and Conditions—Commercial Items the contracting officer shall insert the clause at 552.238–80, Use of Federal Supply Schedule Contracts by Certain Entities—Recovery Purchasing, in Federal Supply Schedule solicitations and contracts which contain products and services determined by the Secretary of Homeland Security that facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack.

* * * * *

PART 552—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

■ 10. The authority citation for 48 CFR part 552 continues to read as follows:

Authority: 40 U.S.C. 121(c).

552.215–71 [Removed and Reserved]

■ 11. Remove and reserve section 552.215–71.

■ 12. Amend section 552.238–70 by revising the introductory text and the date of the provision; and removing from the end of the section “(End of clause)” and adding “(End of provision)” in its place.

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

As prescribed in 538.273(b)(1), insert the following provision:

Identification of Electronic Office Equipment Providing Accessibility for the Handicapped (Date)

* * * * *

■ 13. Amend section 552.238–71 by revising the section heading, the introductory text, and the clause heading to read as follows:

552.238–71 Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

As prescribed in 538.273(d)(1), insert the following clause:

Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists (Date)

* * * * *

552.238–72 [Amended]

■ 14. Amend section 552.238–72 by removing from the introductory text

“538.273(a)(3)” and adding “538.273(d)(2)” in its place.

552.238–73 [Amended]

■ 15. Amend section 552.238–73 by removing from the introductory text “538.273(a)(4)” and adding “538.273(d)(3)” in its place.

552.238–74 [Amended]

■ 16. Amend section 552.238–74 by removing from the introductory text “538.273(b)(1)” and adding “538.273(d)(4)” in its place.

■ 17. Amend section 552.238–75 by:

■ a. Removing from the introductory text “538.273(b)(2)” and adding “538.273(d)(5)” in its place; and

■ b. Revising the date and introductory text of Alternate I to read as follows:

552.238–75 Price Reductions.

* * * * *

Alternate I (Date): As prescribed in 538.273(d)(5) substitute the following paragraph:

* * * * *

■ 18. Amend section 552.238–78 by—

■ a. Revising the date of the clause; and removing from paragraph (f)(2) “552.232–79” and adding “552.238–97” in its place (twice); and

■ b. Amending Alternate I by revising the date of the Alternate; and removing from paragraph (a)(8) “GSA” and adding “GSA/VA” in its place (twice).

The revisions read as follows:

552.238–78 Scope of Contract (Eligible Ordering Activities).

* * * * *

Scope of Contract (Eligible Ordering Activities) (Date)

* * * * *

Alternate I (Date). * * *

■ 19. Amend section 552.238–81 by—

■ a. Removing from the introductory text “538.273(b)” and adding “538.273(d)(6)” in its place; and

■ b. Amending Alternate I by revising the introductory text to read as follows:

552.238–81 Modification (Federal Supply Schedule).

* * * * *

Alternate I (Date): As prescribed in 538.273(d)(6)(i), add the following paragraph (f) to the basic clause:

* * * * *

■ 20. Add sections 552.238–82 through 552.238–134 to read as follows:

552.238.82 Delivery Schedule.

As prescribed in 538.273(d)(7), insert the following clause:

Delivery Schedule (Date)

(a) *Time of Delivery.* The Contractor shall deliver to destination within the number of

calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall

the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the

Government's stated delivery time, as stated below *[The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known]*:

Items or group of items
(special item no.
or nomenclature)

Government's stated
delivery time
(days ARO)

Contractor's
delivery time

* _____ *

* _____ *

* _____ *

* _____ *

* _____ *

* _____ *

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

Items or group
of items
(special item no. or
nomenclature)

Expedited
delivery time
(hours/days ARO)

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

(End of clause)

552.238-83 GSA ADVANTAGE!®

As prescribed in 538.273(d)(8), insert the following clause:

GSA Advantage!® (Date)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-121, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-71, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), I-FSS-600, Contract Price Lists (which provides information on electronic contract data), and 552.238-81, Modifications (which addresses electronic file updates).

(End of clause)

552.238-84 Cover Page for Federal Supply Schedules.

As prescribed in 538.273(a)(1), insert the following provision:

Cover Page for Federal Supply Schedules (Date)

Solicitation No. [The contracting officer shall insert the solicitation number here] * _____

Geographic Area. *[The contracting officer shall indicate whether the solicitation is CONUS or Worldwide] Federal Supply Schedule Contract for * _____.*

[For supplies, the Contracting Officer shall complete the information required by paragraph (a) and delete paragraph (b) in its entirety. For services, the Contracting Officer shall complete the information required by paragraph (b) and delete (a) in its entirety. For solicitations containing both supplies and services, the Contracting Officer shall complete paragraphs (a) and (b).]

(a) Federal Supply Classification (FSC) GROUP: * _____ PART: * _____

* SECTION: * _____ SUPPLY: * _____ FSC CLASS(ES)/ PRODUCT CODE(S)/NAICS: * _____.

(b) STANDARD INDUSTRY GROUP: * _____

* SERVICE: * _____ SERVICE CODE(S)/NAICS: * _____.

(End of provision)

Alternate I (Date): As prescribed at 538.237(a)(1), add the following paragraph (c) to the basic provision:

(c) PERIOD: * _____ * THROUGH * _____.

552.238-85 Significant Changes.

As prescribed in 538.273(a)(2), insert the following provision:

Significant Changes (Date)

The following significant changes have been made to the solicitation since the issuance of the last refresh: *[The Contracting Officer shall insert the most recent solicitation revisions since its previous posting to the Government's point of entry * _____].*

(End of provision)

552.238-86 Notice of Total Small Business Set-Aside.

As prescribed in 538.273(a)(3), insert the following provision:

Notice of Total Small Business Set-Aside (Date)

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following: *[The contracting officer shall insert the special item numbers (SINs) set aside for small businesses] * _____.*

(End of provision)

552.238-87 Information Collection Requirements.

As prescribed in 538.273(a)(4), insert the following provision:

Information Collection Requirements (Date)

The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

(End of provision)

552.238-88 Notice: Requests for Explanation or Information and Hours of Operation.

As prescribed in 538.273(a)(5), insert the following provision:

Notice: Requests for Explanation or Information and Hours of Operation (Date)

(a) Oral or written requests for explanation or information regarding this solicitation shall be directed to *[The contracting officer shall insert the contact information for the office responsible for responding to questions regarding the solicitation]:* * _____; or Phone * _____; or Email: * _____.

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

(b) GSA's hours of operation are 8:00 a.m. to 4:30 p.m. eastern standard time.

(End of provision)

552.238–89 Contractor's Remittance (Payment) Address.

As prescribed in 538.273(b)(2), insert the following provision:

Contractor's Remittance (Payment) Address (Date)

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

Payment Address:	

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

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

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices shall be sent to that address. Proper invoices shall be sent to GSA and/or VA only for orders placed by GSA and/or VA.

(End of provision)

552.238–90 Introduction of New Supplies/Services (INSS).

As prescribed in 538.273(b)(3), insert the following provision:

Introduction of New Supplies/Services (INSS) (Date)

(a) *Definition.* Introduction of New Supplies/Services Special Item Number (INSS SIN) means a new or improved supply or service—within the scope of the Federal Supply Schedule (FSS), but not currently available under any Federal Supply Schedule contract—that provides a new service, function, task, or attribute that may provide a more economical or efficient means for ordering activities to accomplish their missions. It may significantly improve an existing supply or service. It may be a supply or service existing in the commercial market,

but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new or improved supplies or services via INSS SIN at any time by clearly identify the INSS SIN item in the offer.

(c) The Contracting Officer has the sole discretion to determine whether a supply or service will be accepted as an INSS SIN item. The Contracting Officer will evaluate and process the offer and may perform a technical review. The INSS SIN provides temporary placement until the Contracting Officer formally categorizes the new supply or service.

(d) If the Contractor has an existing schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSS SIN item in accordance with 552.238–81, Modifications (Federal Supply Schedules).

(End of provision)

552.238–91 Authorized Negotiators.

As prescribed in 538.273(b)(4), insert the following provision:

Authorized Negotiators (Date)

The offeror shall provide 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.)

(End of provision)

552.238–92 Evaluation—Commercial Items (Federal Supply Schedule)

As prescribed in 538.273(c)(1), insert the following provision:

Evaluation—Commercial Items (Federal Supply Schedule) (Date)

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

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

notice of withdrawal is received before award.

(End of provision)

Alternate I (Date): As prescribed by 538.273(c)(1) add the following paragraph (c) to the basic provision:

(c) The Government reserves the right to award only one contract for all or a part of a manufacturer's product line. When two or more offerors (e.g., dealers/resellers) offer the identical product, award may be made competitively to only one offeror on the basis of the lowest price. (Discounts for early payment will not be considered as an evaluation factor in determining the low offeror). During initial open season for an option period, any offers that are equal to or lower than the current contract price received for identical items will be considered. Current Contractors will also be allowed to submit offers for identical items during this initial open season. The current Contractor which has the identical item on contract will be included in the evaluation process. The Government will evaluate all offers and may award only one contract for each specified product or aggregate group.

552.238–93 Use of Non-Government Employees To Review Offers.

As prescribed in 538.273(c)(2), insert the following provision:

Use of Non-Government Employees to Review Offers (Date)

(a) The Government may employ individual technical consultants/advisors/contractors from the below listed organizations to review limited portions of the technical, management and price proposals to assist the government in both pre-award and post-award functions. [*The Contracting Officer shall insert a list of organizations used to review solicitation responses and execute a non-disclosure and organizational conflict of interest statement for all individuals conducting reviews.*]

(b) These representatives will be used to advise on specific technical, management, and price matters and shall not, under any circumstances, be used as voting evaluators. However, the Government may consider the advice provided in its evaluation process. In addition, Contractor personnel may be used in specific contract administration tasks (e.g., administrative filing, review of deliverables, etc.).

(c) If individual technical consultants/advisors/contractors are utilized as described in paragraph (b) of this section, they will be required to execute a non-disclosure and organizational conflict of interest statements.

(End of provision)

552.238–94 Examination of Records by GSA (Federal Supply Schedules).

As prescribed in 538.273(d)(9) insert the following clause:

Examination of Records by GSA (Federal Supply Schedules) (Date)

The Contractor agrees that the Administrator of General Services or any

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

(End of clause)

552.238–95 Discounts for Prompt Payment (Federal Supply Schedules).

As prescribed in 538.273(d)(10), insert the following clause:

Discounts for Prompt Payment (Federal Supply Schedules) (Date)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror’s concessions to the Government vis-a-vis the Offeror’s concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the **Federal Register**. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of clause)

552.238–96 Contractor’s Billing Responsibilities.

As prescribed in 538.273(d)(11) insert the following clause:

Contractor’s Billing Responsibilities (Date)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor’s name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

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

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

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

(End of clause)

552.238–97 Payment by Credit Card.

As prescribed in 538.1203(d)(12) insert the following clause:

Payment by Credit Card (Date)

(a) *Definitions.*

Credit card or Charge card means any credit or charge card used to pay for purchases, including the Government-wide Commercial Purchase Card.

Government-wide commercial purchase card means a uniquely numbered charge card issued by a Contractor under GSA’s Government-wide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

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

(b) The Contractor must accept credit and charge cards for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering activity may agree to use of a credit or charge card for purchases in dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the credit or charge card. The dollar value of a credit or charge card transaction must not exceed the ordering activity’s established limit. If the Contractor will not accept payment by the credit or

charge card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

(d) The Contractor shall not process a transaction for payment through the credit or charge card clearinghouse until the purchased supplies have been shipped or services performed. Unless the credit or charge cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.

(e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using an ordering activity debit card shall receive the applicable prompt payment discount.

(End of clause)

552.238–98 Warranty (Federal Supply Schedules).

As prescribed in 538.1203(d)(13), insert the following clause:

Warranty (Federal Supply Schedules) (Date)

(a) Applicable to domestic locations.

Unless specified otherwise in this contract, the Contractor’s standard warranty as stated in the Contractor’s price list applies to this contract.

(b) Applicable to overseas destinations.

Unless specified otherwise in this contract, the Contractor’s standard warranty as stated in the price list applies to this contract, except as follows:

(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the supply.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

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

(End of clause)

552.238–99 Deliveries to the U.S. Postal Service.

As prescribed in 538.273(d)(14), insert the following clause:

Deliveries to the U.S. Postal Service (Date)

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

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

from making delivery by the use of the Contractor's own vehicles.

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

(End of clause)

552.238-100 Characteristics of Electric Current.

As prescribed in 538.273(d)(15), insert the following clause:

Characteristics of Electric Current (Date)

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

(End of clause)

552.238-101 Marking and Documentation Requirements for Shipping.

As prescribed in 538.273(d)(16), insert the following clause:

Marking and Documentation Requirements for Shipping (Date)

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

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

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

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

(End of clause)

552.238-102 Inspection.

As prescribed in 538.273(d)(17), insert the following clause:

Inspection (Date)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

(End of clause)

Alternate I (Date): As prescribed by 538.273(d)(17), substitute the following for the basic clause:

(a) *Inspection by the Government.* It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.

(b) *Responsibility for Rejected Supplies.* If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) *Additional Costs for Inspection and Testing.* (The Contracting Officer shall insert the rates). When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$ _____ per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$ _____ per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$ _____ per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

552.238-103 Vendor Managed Inventory (VMI) Program.

As prescribed in 538.273(d)(18), insert the following clause:

Vendor Managed Inventory (VMI) Program (Date)

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

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

(End of clause)

552.238-104 Order Acknowledgement.

As prescribed in 538.273(d)(19), insert the following clause:

Order Acknowledgement (Date)

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

(End of clause)

552.238-105 Urgent Requirements.

As prescribed in 538.273(d)(20), insert the following clause:

Urgent Requirements (Date)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, 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.

(End of clause)

552.238-106 Post-Award Samples.

As prescribed in 538.273(d)(21), insert the following clause:

Post-Award Samples (Date)

(a) Within 20 calendar days after approval of the brochure proof, Contractors who have received an award on carpet items are required to:

(1) Furnish the Contracting Officer with 5 sets (by sets, not loosely packed) of samples approximately 12 by 12 inches of all patterns and/or colors awarded;

(2) Furnish such additional sets of samples as may be requested during the contract period;

(3) Furnish a set of small cuttings approximately 3 by 5 inches of each quality carpet awarded to all ordering activities to which brochures are mailed, except that such sample cuttings need not be furnished when the brochure distributed by the Contractor was fully swatched with all available colors for each quality carpet awarded;

(4) Furnish sets of 3 by 5 inch samples to any ordering activity when specifically requested to do so notwithstanding the fact that the brochure was fully swatched; and

(5) Furnish the Contracting Officer with one 18 inch by 24 inch sample of each quality carpet and in each color or pattern covered by the contract, with the clear understanding that the Government reserves the right at its option to request one additional 18 inch by 24 inch sample in any one or all qualities in each pattern and/or color specified, and the Contractor agrees to honor such request. These samples will be returned at the Contractor's expense after

expiration of the contract provided they have not been consumed as a result of the Government's sample requirements.

(b) Each individual sample, or cutting, shall bear the Contractor's name, manufacturer's name, brand or quality name, pattern or color number and name, and the National Stock Number.

(End of clause)

552.238-107 Restriction on the Acceptance of Orders.

As prescribed in 538.273(d)(22), insert the following clause:

Restriction on the Acceptance of Orders (Date)

No orders shall be accepted from, and no deliveries shall be made to any ship of the United States Navy or the Military Sealift Command. This prohibition shall include all electrostatic copying equipment, supplies (toner, developer, fuser oil) for such equipment, repair or replacement parts for such equipment, and maintenance or repair service for such equipment.

(End of clause)

552.238-108 Separate Charge for Performance Oriented Packaging (POP).

As prescribed in 538.273(d)(23), insert the following clause:

Separate Charge for Performance Oriented Packaging (POP) (Date)

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements listed below. Offerors are requested to quote a separate charge, if applicable.

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U.S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 through 180) effective October 1, 1991 (Note: The "Combustible" and "ORM" classifications containing these requirements are not permitted by the IMDG Code and cannot be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 through 1910.120 and 1910.1000 through 1910.1500, relating to Hazardous and Toxic Substances; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

Items (SINs or descriptive name of articles, as appropriate)	Charge for performance oriented packaging

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to contract administration/management representatives upon request.

(End of clause)

552.238-109 Additional Service Charge for Delivery within Consignee's Premises.

As prescribed in 538.273(d)(24), insert the following clause:

Additional Service Charge for Delivery Within Consignee's Premises (Date)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, shall be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within

5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

Items (NSN's or special item numbers or descriptive name of articles)	Additional charge (per shipping container) for "delivery within consignee's premises"

(End of clause)

552.238-110 Shipping Points.

As prescribed in 538.273(d)(25), insert the following clause:

Shipping Points (Date)

The Contractor awarded f.o.b. origin (or f.o.b. shipping point) prices shall indicate, in the spaces provided below, on a separate attachment, the complete address (street, city, and state) from which the items will be shipped, and the name of the carrier serving point (if any). If more than one shipping point is designated for an item, ordering activities will have the option of specifying the shipping point unless otherwise noted by the Contractor.

Item Nos.	Name of facility	Address	Carrier

(End of clause)

552.238–111 Contact for Contract Administration.

As prescribed in 538.273(d)(26), insert the following clause:

Contact for Contract Administration (Date)

(a) Offerors shall complete paragraphs (c) and (d) of this clause if providing both domestic and overseas delivery. Complete paragraph (c) of this clause if providing domestic delivery only. Complete paragraph (d) of this clause if providing overseas delivery only.

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

(c) Domestic:

NAME _____
TITLE _____
ADDRESS _____
ZIP CODE _____
TELEPHONE NO. _____
FAX NO. _____
E-MAIL ADDRESS _____

(d) *Overseas:* Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaints from customer agencies. The designated representative shall be available during the local business hours in the country of delivery, even though the designated representative does not have to be located in the country of delivery. (Also, see the requirement in 552.238–113, Parts and Service.) A designated representative must be furnished for each area in which deliveries are contemplated, *e.g.*, Europe, South America, Far East, etc.

LOCATION(S) COVERED _____
NAME _____
TITLE _____
ADDRESS _____
ZIP CODE _____
TELEPHONE NO. _____
FAX NO. _____
E-MAIL ADDRESS _____

(End of clause)

552.238–112 Clauses for Overseas Coverage.

As prescribed in 538.273(d)(27), insert the following clause:

Clauses for Overseas Coverage (Date)

The following clauses apply to overseas coverage:

(a) 52.214–34; Submission of Offers in the English Language;

(b) 52.214–35; Submission of Offers in U.S. Currency;

(c) 52.247–34; FOB Destination;

(d) 52.247–38; FOB Inland Carrier, Country of Exportation;

(e) 52.247–39; FOB Inland Point, Country of Importation;

(f) 552.238–100; Characteristics of Electric Current;

(g) 552.238–101; Marking and Documentation Requirements Per Shipment;

(h) 552.238–113; Parts and Service;

(i) 552.238–114; Delivery Prices Overseas;

(j) 552.238–115; Transshipments; and

(k) 552.238–116; Foreign Taxes and Duties.

(End of clause)

552.238–113 Parts and Service.

As prescribed in 538.273(d)(27)(viii), insert the following clause:

Parts and Service (Date)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

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

(End of clause)

552.238–114 Delivery Prices Overseas.

As prescribed in 538.273(d)(27)(ix), insert the following clause:

Delivery Prices Overseas (Date)

(a) Prices offered must cover delivery to destinations as provided below:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247–39). (Offeror shall indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (a), of this section.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

(End of clause)

552.238–115 Transshipments.

As prescribed in 538.273(d)(27)(x), insert the following clause:

Transshipments (Date)

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

(End of clause)

552.238–116 Foreign Taxes and Duties.

As prescribed in 538.273(d)(27)(xi), insert the following clause:

Foreign Taxes and Duties (Date)

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

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

(End of clause)

552.238–117 English Language and U.S. Dollar Requirements.

As prescribed in 538.273(d)(28), insert the following clause:

English Language and U.S. Dollar Requirements (Date)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to,

Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

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

(End of clause)

552.238–118 Delivery Prices.

As prescribed in 538.273(d)(29), insert the following clause:

Delivery Prices (Date)

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

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall—

(i) Place the notation "Delivery Service Requested" on bills of lading covering such shipments; and

(ii) Pay such charge and add the actual cost thereof as a separate item to his invoice.

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

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

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

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

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

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

(End of clause)

552.238–119 Federal Excise Tax.

As prescribed in 538.1203(d)(30), insert the following clause:

Federal Excise Tax (Date)

Prices offered shall exclude Federal Excise Tax. Ordering agencies will be notified that the Federal Excise Tax will be invoiced and paid for by them as a separate item based upon published Rubber Manufacturer's Association average weights effective at time of delivery, unless the ordering activity is exempt from such tax.

(End of clause)

552.238–120 Guarantee.

As prescribed in 538.273(d)(31), insert the following clause:

Guarantee (Date)

The Contractor guarantees the equipment furnished will be free from defects in material and workmanship for a period of not less than 1 year from date of delivery. All parts found defective within that period shall be replaced, with the cost of replacement, including shipping charges, to be borne by the Contractor. Under no circumstances will any equipment covered by this guarantee be returned without:

(a) Advance written notice to the Contractor; or

(b) Obtaining shipping instructions from the Contractor.

(End of clause)

552.238–121 Electronic Commerce.

As prescribed in 538.273(d)(32), insert the following clause:

Electronic Commerce (Date)

(a) *General Background.* The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) *Trading Partners and Value-Added Networks/Services (VANs/VASs).*

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as "trading partners"). These transactions are carried by 3rd party commercial telecommunications companies called Value-Added Networks/Services (VANs/VASs).

(2) EC/EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN/VAS is a business decision Contractors

must make. There are many different providers which provide a variety of electronic services and different pricing strategies. If the provider only provides communications services, you may also need a software translation package.

(c) *Registration Instructions.* To perform EC/EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EC/EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) <http://www.sam.gov>. Contractors shall follow the instructions on the SAM Web site regarding how to register for EC/EDI.

(d) *Implementation Conventions.* All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the Internet at <http://www.nist.gov/itl>. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) *Additional Information.* GSA has additional information available for Contractors who are interested in using EC/EDI on its Web site, www.gsa.gov.

(f) *GSA Advantage!®.* (1) GSA Advantage!® uses electronic commerce to receive catalogs and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories;

(ii) Generate EDI/XML delivery orders to Contractors, generate EDI/XML delivery orders from the Federal Acquisition Service to Contractors, or download files to receive delivery orders; and

(iii) Use the credit card.

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

(End of clause)

552.238–122 Imprest Funds (Petty Cash).

As prescribed in 538.273(d)(33), insert the following clause:

Imprest Funds (Petty Cash) (Date)

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

(End of clause)

552.238–123 Dissemination of Information by Contractor.

As prescribed in 538.273(d)(34), insert the following clause:

Dissemination of Information by Contractor (Date)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility

of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

(End of clause)

552.238–124 Deliveries Beyond the Contractual Period—Placing of Orders.

As prescribed in 538.273(d)(35), insert the following clause:

Deliveries Beyond the Contractual Period—Placing of Orders (Date)

In accordance with clause 552.238–78, Scope of Contract (Eligible Ordering Activities), this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238–125 Interpretation of Contract Requirements.

As prescribed in 538.273(d)(36), insert the following clause:

Interpretation of Contract Requirements (Date)

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

(End of clause)

552.238–126 Export Traffic Release (Supplies).

As prescribed in 538.273(d)(37), insert the following clause:

Export Traffic Release (Supplies) (Date)

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

(End of clause)

552.238–127 Export Traffic Release (Vehicles).

As prescribed in 538.273(d)(38), insert the following clause:

Export Traffic Release (Vehicles) (Date)

Shipment of vehicles for export will not be accepted without a release (clearance). To obtain this clearance, the contractor shall complete GSA Form 1611, "Application for Shipping Instructions and Notice of Availability," which can be obtained at the following Web site: <http://www.gsa.gov/portal/forms/type/GSA>.

Thirty (30) days in advance of the anticipated date of availability for shipment, the Contractor is to submit a completed GSA Form 1611, including vehicle identification (VIN) number(s) for each export destination, to the Transportation Office designated on the delivery order. Shipment is not to be made until instructions are received from the above transportation office. Failure to adhere to this requirement shall result in refusal of shipment until proper release is obtained. Distribution instructions are provided with the form.

(End of clause)

552.238–128 Carload Shipments.

As prescribed in 538.273(d)(39), insert the following clause:

Carload Shipments (Date)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances shall scheduled shipment be delayed due to nonavailability of double-door cars.

(End of clause)

552.238–129 Spare Parts Kit.

As prescribed in 538.273(d)(40), insert the following clause:

Spare Parts Kit (Date)

(a) The Contractor will be required to offer a spare parts kit conforming, generally, to the following requirements for each item awarded under this solicitation: *[The contracting officer shall insert the specifications for a spare parts kit specific to the solicited items.]* * * *

(b) The Contractor shall furnish prices for spare parts kits as follows:

- (i) Price of kit unpackaged;
- (ii) Price of kit in domestic pack; and
- (iii) Price of kit in wooden case, steel-strapped.

(c) The Contractor will be required to furnish a complete description of spare parts kit offered, a list of parts included, and the price of the kit delivered f.o.b. destination to any point within the conterminous United States within 15 days after receipt of a request from the Contracting Officer. If the kit offered is acceptable to the Government,

awards covering requirements will be made by supplemental agreement to this contract.

(End of clause)

552.238–130 Authentication Supplies and Services.

As prescribed in 538.273(d)(41), insert the following clause:

Authentication Supplies and Services (Date)

(a) *General Background.* (1) The General Services Administration (GSA) originally established the Access Certificates for Electronic Services (ACES) Program to provide digital certificates and PKI services for enabling e-Government applications that require logical access control, digital signature and/or electronic authentication. This category of supplies and services has been expanded beyond the original scope of ACES and is now described as "Identity and Access Management" (IAM) to clearly define the kinds of services that meet the requirements for service providers and supplies that support FISMA-compliant IAM systems deployed by Federal agencies.

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

(b) *Special Item Numbers.* GSA has established the e-Authentication Initiative (see URL: <http://www.idmanagement.gov>) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal e-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal e-Authentication Initiative, GSA has established Special Item Numbers (SINs) pertaining to Authentication Products and Services, including Electronic Credentials, Digital Certificates, eAuthentication, Identity and Access Management, PKI Shared Service Providers, and HSPD-12 Product and Service Components.

(c) *Qualification Information.* (1) All Authentication supplies and services must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: <http://www.idmanagement.gov>.

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

(d) *Qualification Requirements.* Offerors proposing Authentication supplies and services under the established SINs are required to provide the following:

(1) Proposed items must be determined to be compliant with Federal requirements for that SIN. Qualification Requirements and procedures for the evaluation of supplies and services are posted at the URL: <http://www.idmanagement.gov>. GSA will follow these procedures in qualifying offeror's supplies and services against the Qualification Requirements for applicable to SIN. Offerors must submit all documentation certification letter(s) for Authentication Supplies and Services offerings at the same time as submission of proposal. Award will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

(2) After award, Contractor agrees that certified supplies and services will not be offered under any other SIN on any Federal Supply Schedule.

(3)(i) If the Contractor changes the supplies or services previously qualified, GSA may require the Contractor to resubmit the supplies or services for re-qualification.

(ii) If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the supplies and services for re-qualification.

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

(e) *Demonstrating Conformance.* The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following Web sites provide additional information regarding the evaluation and qualification processes:

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

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

(3) For FIPS 201 compliant products and services qualification and approval procedures: <http://www.csac.nist.gov/piv-project> and <http://www.smart.gov>.

(f) *Acquisition Program Management Office (APMO).* GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the eAuthentication Qualification process. Technical, APMO, FIPS 201, and HSPD-12 Points of Contact can be found below, or in an additional attachment to the solicitation. [The contracting officer shall insert the points of contact information below, unless otherwise included elsewhere in the solicitation.] * _____ *

(End of clause)

552.238-131 Commercial Satellite Communication (COMSATCOM) Services.

As prescribed in 538.273(d)(42) insert the following clause:

Commercial Satellite Communication (COMSATCOM) Services (Date)

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

(b) *Information Assurance.* (1) The Contractor shall demonstrate, to the maximum extent practicable, the ability to meet:

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

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

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

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

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

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

(c) *Delivery Schedule.* The Contractor shall deliver COMSATCOM services in accordance with 552.238-78.

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

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

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

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

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

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

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

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

(3) When Communications Security or Transmission Security equipment or keying material is placed in the equipment/terminal shelter, the Contractor shall ensure compliance with applicable physical security directives/guidelines and that all deployed equipment/terminal operations and maintenance personnel shall possess the appropriate clearances, equal to or higher than the classification level of the data being transmitted. Where local regulations require

use of foreign personnel for terminal operations and maintenance, then the Contractor shall ensure compliance with applicable security directives/guidelines and document to the U.S. Government's satisfaction that protective measures are in place and such individuals have equivalent clearances granted by the local host nation.

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

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

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

numbers, individual names, individual contact numbers, street addresses, etc.
(j) Third party billing for COMSATCOM subscription services. The Contractor shall identify authorized network infrastructure for the ordering activity. In some cases, the user of the terminal may access network infrastructure owned or operated by a third party. In the event a terminal is used on a third party's network infrastructure, the Contractor shall provide to the ordering activity, invoices and documentation reflecting actual usage amount and third party charges incurred. The ordering activity shall be billed the actual third party charges incurred, or the contract third party billing price, whichever is less.

(End of clause)

552.238–132 Environmental Protection Agency Registration Requirement.

As prescribed in 538.273(d)(43), insert the following clause:

Environmental Protection Agency Registration Requirement (Date)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided below, the manufacturer's and/or distributor's name and the "EPA Registration Number" for each item offered. Any offer which does not specify a current "EPA Registration Number" in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Item Nos.	Name of manufacturer/ Distributor No.	EPA Registration	Date of expiration
<hr/>	<hr/>	<hr/>	<hr/>

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the

Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212–4, Contract Terms and Conditions—Commercial Items), whichever is applicable to the resultant contract.

(End of clause)
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