Item No. 29 (Continued)

(1) This contract includes the following:
   a. Standard Form 1449, signed February-11-2003
   b. Contractor's letters dated February-4-2003
   c. Contractor's Applicable IT Schedule Price List.
   e. Approved Subcontracting Plan. (if applicable)

(2) The Period of Performance of this contract is 2/11/2003 thru 2/10/2008

(3) This award covers Special Item Numbers (SIN):

   132-51
**SOLICITATION/CONTRACT/OFFER FOR COMMERCIAL ITEMS**

Offer to complete blocks 12, 17, 23, 24, & 30

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>AWARD EFFECTIVE DATE</th>
<th>ORDER NUMBER</th>
<th>SOLICITATION NUMBER</th>
<th>SOLICITATION ISSUE DATE</th>
<th>TELEPHONE NUMBER</th>
<th>OFFER DUE DATE</th>
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<tbody>
<tr>
<td>GS-35F-0305N</td>
<td>2/11/03</td>
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<td>FCIS-JB-980001B</td>
<td>3/23/98</td>
<td>703/305-3038</td>
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<td>REFRESH #10</td>
<td>#10 - 10/1/2002</td>
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**FOR SOLICITATION INFORMATION CALL:**

<table>
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<tr>
<th>CONTRACT SPECIALIST</th>
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</thead>
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<table>
<thead>
<tr>
<th>ISSUED BY</th>
<th>CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA/FSS/FCI</td>
<td>02260</td>
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</table>

IT ACQUISITION CENTER
CRYSTAL MALL #4, ROOM 1017
1941 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202

ADDRESS OFFERS TO: SEE PARAGRAPH A.2

<table>
<thead>
<tr>
<th>DELIVER TO</th>
<th>CODE</th>
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<td>GSA/FSS/FCI</td>
<td>02260</td>
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</table>

**ORDERING AGENCY**

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>FACILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ace Info Solutions, Inc.</td>
<td>2388 Dakota Lakes Drive Oak Hill, Virginia 20171</td>
</tr>
</tbody>
</table>

DUNS No. 070993162

TELEPHONE No.: 703.464.1282

17a. CONTRACTOR

17b. PAYMENT WILL BE MADE BY

ORDERING AGENCY

<table>
<thead>
<tr>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Do not fill in Blocks 19 through 24. This information should be provided elsewhere.

**25. ACCOUNTING AND APPROPRIATION DATA**

Refresh #1 incorporated

(Attach Additional Sheet as Necessary)

26. TOTAL AWARD AMOUNT (For Gov't Use Only)

$1,000,000

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

**27b. CONTRACT/PURCHASE ORDER INCORPORATE BY REFERENCE FAR 52.212-1. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE**

**30. SIGNATURE OF OFFERING CONTRACTOR**

Jayanth Chilla, President

11/26/02

**32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE**

11/26/02

**33. SHIP TO (Include P.O. Number)**

**34. PAYMENT**

<table>
<thead>
<tr>
<th>COMPLETE</th>
<th>PARTIAL</th>
<th>FINAL</th>
</tr>
</thead>
</table>

**35. AMOUNT VERIFIED**

**36. CHECK NUMBER**

**37. CHECK NUMBER**

**42. RECEIVED BY (Firm)**

**43a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT**

**43b. SIG. AND TITLE OF CERTIFYING OFFICER**

**44a. DATE**

**44b. DATE RECEIVED AT (Location)**

**45a. DATE RECEIVED (YMD/DD)**

**45b. TOTAL CONTAINERS**

**AUTHORIZED FOR LOCAL REPRODUCTION**

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK

STANDARD FORM 1449 (10-95)

BURDEN STATEMENT

PRESCRIBED BY GSA -- FAR 48 CFR 53.212
ACKNOWLEDGEMENT OF AMENDMENTS

Amendment #1 issued June 17, 1998 has been incorporated herein.

Amendment #2 issued February 23, 1999 has been incorporated herein.

Amendment #3 issued August 2, 1999 has been incorporated herein.

Amendment #4 issued May 4, 2000 has been incorporated herein.

Amendment #5 issued May 7, 2000 has been incorporated herein.

Solicitation Refresh #1 issued June 14, 2000, incorporating regulatory updates and all previously issued amendments.

Solicitation Refresh #2 issued October 30, 2000.

Solicitation Refresh #3 issued August 1, 2001.


Refresh #5 through Refresh #8 are Reserved.

Solicitation Refresh Number #9 issued August 9, 2002.

Solicitation Refresh Number #10 issued October 1, 2002.
February 4, 2003

Deborah M. McCray
Contracting Officer
IT Acquisition Center
General Services Administration
1941 Jefferson Davis Highway
Arlington, Virginia 22202

Sub: Ace Info Solutions, Inc.'s Final Proposal Revision (FPR) letter
FCIS-JB-980001B Proposal

Dear Ms. McCray:

Please attached find the revised FPR letter per our discussion earlier today. The only change made was underneath the Discount(s) I added 3 percent. Rest of the document is same. The rates previously provided already include the discount, so no change is required to them.

Please feel free to give us a call if you have any questions or need additional information. We really appreciate your efforts and hope to get the contract number soon.

Thank You,

Jay Challa
President
Ace Info Solutions, Inc.
703.464.1282 (O)
703.597.6783 (M)
jay@aceinfosolutions.com
This is Ace Info Solutions, Inc. (AcInfo) Final Proposal Revision with respect to General Services Administration solicitation number FCIS-JB-980001B.

**BASIS OF NEGOTIATION AND AWARD**

AcInfo hereby agrees that the basis for negotiation and award for the Multiple Award Schedule is predicated on the following class of customer(s):

*Help Supply Services class of commercial customer(s)*

F.O.B. Point: F.O.B. for all items offered to the Federal Government is Destination.

Commercial price list effective: October 2001

Offerors Dun & Bradstreet (DUNS) Number: 07-099-3162

**FINAL PROPOSAL REVISION**

The following discounts/concessions are offered to the Government:

*Three (3) percent discount on the commercial prices*

<table>
<thead>
<tr>
<th>SIN(s)</th>
<th>Discount(s)</th>
<th>Prompt Payment Discount</th>
<th>Guarantee/Warranty</th>
<th>Maximum Order</th>
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<tbody>
<tr>
<td>132-51</td>
<td>3 percent</td>
<td>None</td>
<td></td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Specify QUANTITY DISCOUNTS: None

Specify DOLLAR VOLUME DISCOUNTS: None

Per paragraph C.10 Order Limitations, it is agreed that the maximum order for SIN 132-51 IT Professional Services will be $500,000 per order. Orders to exceed the maximum order mentioned above may be accepted by AcInfo in accordance with paragraph C.11 Requirements Exceeding the Maximum Order.

The attached list contains the labor categories being awarded and the rates including the Industrial Funding Fee (IFF) that will be in effect for 12 months from the Date of Award.

**ECONOMIC PRICE ADJUSTMENT**

Per C.27 Economic Price Adjustment (EPA), AcInfo may request a rate adjustment 30 days prior to the end of the 12 months, and every 12 month period thereafter. The EPA will be based on the Department of Labor's Employment Cost Index for Total Compensation; White Collar Professional, Specialty and Technical, with special
consideration for the Information Technology industry. If applicable, any proposed rate increase cannot exceed the commercial rate increase for the same or similar services.

COMMERCIAL PRACTICES

AcelInfo hereby states that all commercial business practices have been fully disclosed and are current, accurate and complete as of the conclusion of negotiation.

GSA FORM 72A, INDUSTRIAL FUNDING FEE and INTERNET ACCESS ADDRESS(ES)

AcelInfo acknowledges that it understands and accepts the paragraph C.22 Contractor's Report of Sales and paragraph C.23 Industrial Funding Fee.

Nar Koppula
Address: 2388 Dakota Lakes Drive, Oak Hill, Virginia, 20171
Telephone Number: 703.464.1282
Fax Number: 703.689.9711
Duns Number: 07-099-3162
Company URL: www.aceinfosolutions.com
General Email: info@aceinfosolutions.com

MARKETING POINT OF CONTACT

Corporate Marketing Point of Contact.

Jay Challa
Address: 2388 Dakota Lakes Drive, Oak Hill, Virginia, 20171
Telephone Number: 703.464.1282
Fax Number: 703.689.9711
Email: jay@aceinfosolutions.com

SERVICE CONTRACT ACT, AS AMENDED

All primary categories offered by AcelInfo are exempt from the Service Contract Act of 1965, as amended. Any categories that fall under the Service Contract Act of 1965, as amended, must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

AcelInfo shall include in its pricelist the following note:

"Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately."

TRAVEL

Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. The Contractor shall not add the 1% Industrial Funding Fee onto the travel costs.

Final Proposal Revision, FCIS-JB-98000 1B

2
PRICE REDUCTION MONITORING

AceInfo hereby agrees that it will provide the Government with all price reductions in accordance with paragraph C.28 Price Reductions.

CLOSURE

AceInfo certifies that all data submitted is accurate, current, and complete representations as of January 30, 2003. AceInfo understands that 1% of sales under the contract constitutes the Industrial Funding Fee, which must be set aside for the remittance to GSA on a quarterly basis.

AceInfo certifies that the data, as applicable, for FAR 52.222-41 Service Contract Act of 1965, as Amended and FAR 52.222-46 Evaluation of Compensation for Professional Employees has been submitted for SIN 132-51, Services.

This is AceInfo's Final Proposal Revision.

Jay Chaliya
President
January 30, 2003
Title
Date


**Labor Categories and Hourly Rate**

The hourly rate provided below is for clients site (government site). The rates are based on the commercial invoice rates for similar job titles. In the next section a detailed justification is provided along with the copies of the invoices.

<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>General Experience</th>
<th>Functional Responsibility</th>
<th>Minimum Education</th>
<th>Hourly Rate (Clients Site)</th>
</tr>
</thead>
</table>
| Technical Systems Architect | Over ten (10) years of experience with the design, execution, and oversight of information technology (IT) projects. The experience should include:  
1. Detailed design and implementation of IT Solutions  
2. Detailed functional and gap analysis  
3. Detailed migration planning  
4. Software and system development and acceptance testing | Lead the design of IT solutions, which incorporate technical infrastructure, hardware and software. Identifies interfaces between application including legacy systems. Supports program/project management, business case analysis and alternative solutions. | Bachelors Degree in Computer Science, Engineering or related field. | $102.87 |
<p>| Program Manager      | Has over 12 years of IT knowledge and expertise. Serves as program manager for a large, complex project (or a group of projects affecting the same common/standard/migration system) and work with the Customer representatives, management personnel and agency representatives. Responsible for the overall management of the specific task order(s) and ensuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems | Acts as overall program manager and central point of contact for program wide IT solution activities. Responsible for planning and executing a project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project. | Bachelor's degree in Engineering, Business, Science or related disciplines. | $102.87 |
| Project Manager      | Has over ten (10) years of IT knowledge and expertise. Serves as project manager for task order (or a group of task orders affecting the same common/standard/migration | Acts as manager and central point of contact for a specific project or task within the program. Responsible for planning and executing a project. Prepares and | Bachelor's degree in Engineering, Business, Science or related disciplines. | $88.17 |</p>
<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>General Experience</th>
<th>Functional Responsibility</th>
<th>Minimum Education</th>
<th>Hourly Rate (Clients Site)</th>
</tr>
</thead>
<tbody>
<tr>
<td>system) and shall assist the Program Manager in working with the Customer representatives, management personnel and agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.</td>
<td>maintains the project schedule and budget. Prepares and delivers status reports to the customer. Primary point of contact for the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$88.17</td>
<td></td>
</tr>
<tr>
<td>Senior Engineer/Analyst</td>
<td>Nine (9) years of progressive experience in systems life cycle management, structured system development methodologies, structured analysis in Information Technology (IT) or relevant technical discipline. The experience should include at least five projects in the required technical areas. At least one project must have occurred within the past (3) years.</td>
<td>Provides design, programming, documentation and implementation of applications, which requires knowledge of information technology systems for effective development and deployment of software modules. Provides technical and administrative direction for tasks, including review of work products for correctness, compliance with industry accepted standards, and user standards specified in specific Task Orders. Applies process improvement and reengineering methodologies and principles to conduct process modernization projects.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$88.17</td>
</tr>
<tr>
<td>Engineer/Analyst</td>
<td>Five (5) years of progressive experience in computer programming, information systems or a relevant technical or scientific discipline. The experience should include at least two projects in technical areas. At least one project must have occurred within the past two (2) years. Possess good organizational skills and interpersonal skills to effectively relate to agency and customer</td>
<td>Works under general supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems. Designs and codes software components, units, and modules that meet product specifications. Tests and debugs assigned components</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$73.48</td>
</tr>
<tr>
<td>Commercial Job Title</td>
<td>General Experience</td>
<td>Functional Responsibility</td>
<td>Minimum Education</td>
<td>Hourly Rate (Clients Site)</td>
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</tr>
<tr>
<td>Junior Engineer/Analyst</td>
<td>Recent graduate with two (2) years of experience in computer programming and/or information systems development or relevant technical discipline. Possess strong organizational and interpersonal skills.</td>
<td>Works under close supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems. Designs and codes software components, units, and modules that meet product specifications. Tests and debugs assigned components and units.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$58.78</td>
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<tr>
<td>Senior Database Specialist</td>
<td>Ten (10) years general experience of which eight (8) years must be specialized. General experience includes increasing responsibilities in the development and maintenance of database systems. Specialized experience includes experience database design and system analysis, and data manipulation languages</td>
<td>Manages the development of database projects. Plans and budget staff and database resources. Prepares and delivers presentations on database management concepts. Provides supervision and direction to support staff.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$93.07</td>
</tr>
<tr>
<td>Database Specialist</td>
<td>Six (6) years of general experience of which four (4) years must be specialized. General experience includes increasing responsibilities in DBMS systems analysis and programming. Specialized experience includes experience using current DBMS' technologies, application design utilizing various DBMS and experience with DBMS internals.</td>
<td>Provides highly technical expertise in the use of DBMS. Evaluates and recommends available DBMS products to support validated user requirements.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$78.38</td>
</tr>
<tr>
<td>Senior Functional Analyst</td>
<td>Eight (8) years of general experience of which six (6) years should must be specialized in information technology projects functional analysis.</td>
<td>Possess superior functional knowledge of task order specific requirements and have experience in developing business and functional requirements for complex IT projects. Analyze user needs to determine functional and cross functional requirements</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$83.27</td>
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<tr>
<td>Subject Matter Expert</td>
<td>Twelve (12) years of general experience supporting information technology projects related to individual's subject</td>
<td>Subject Matter Experts (SME) serve as technical experts in areas relevant to a particular project. SMEs produce and/or</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$112.67</td>
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<tr>
<td>Commercial Job Title</td>
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<td>Minimum Education</td>
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<td>matter expertise. These senior personnel are renowned experts in either functional domains or technical disciplines with many years of experience. They have advanced degrees and extensive experience as technical leaders.</td>
<td>review substantive and/or complex technical documentation reflecting detailed knowledge of technical areas as identified in the statement of work. Documentation subjects include systems design, system architecture, feasibility studies, and system specifications.</td>
<td>disciplines.</td>
<td></td>
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<tr>
<td>Section</td>
<td>Description</td>
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<tr>
<td>A.1</td>
<td>Information Collection Requirements (A-FSS-40) (Nov 1999)</td>
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<td>A.2</td>
<td>Address Offers To: (Block 9, Standard Form 1449)</td>
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<td>A.3</td>
<td>North American Industry Classification System (NAICS)(X-FCI-XXX)</td>
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<tr>
<td>B.1</td>
<td>Estimated Sales (B-FSS-96) (Jul 2001)</td>
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<td>B.2</td>
<td>Products and Services Offered/Schedule of Items (Blocks 19 &amp; 20, Standard Form 1449)</td>
<td>10</td>
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<tr>
<td>C.1</td>
<td>Contract Terms and Conditions – Commercial Items (FAR 52.212-4) (Feb 2002) (Tailored)</td>
<td>19</td>
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<tr>
<td>C.2</td>
<td>Clauses Incorporated By Reference (FAR 52.252-2) (Feb 1998)</td>
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<tr>
<td>C.3</td>
<td>Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (GSAR 552.212-71) (Jul 2000) (FCI Deviation – Dec 1997)</td>
<td>23</td>
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<td>C.6</td>
<td>Ordering (FAR 52.216-18) (Deviation – Jan 1994)</td>
<td>24</td>
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<td>C.7</td>
<td>Placement of Orders (GSAR 552.216-72) (Sep 1999) (Alternate II – Sep 1999)</td>
<td>24</td>
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<td>C.8</td>
<td>Order Acknowledgement (G-FSS-907) (Apr 1984)</td>
<td>25</td>
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<td>C.9</td>
<td>Blanket Purchase Agreements (I-FSS-646) (May 2000)</td>
<td>25</td>
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<tr>
<td>C.11</td>
<td>Requirements Exceeding the Maximum Order (I-FSS-125) (Sep 1999)</td>
<td>26</td>
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<tr>
<td>C.12</td>
<td>Delivery Prices (F-FSS-202-G) (Jan 1994)</td>
<td>27</td>
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<tr>
<td>C.13</td>
<td>Commercial Delivery Schedule (Multiple Award Schedule) (GSAR 552.211-78) (Feb 1996)</td>
<td>28</td>
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<tr>
<td>C.14</td>
<td>Urgent Requirements (I-FSS-140-B) (Jan 1994)</td>
<td>29</td>
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<td>C.15</td>
<td>Deliveries to the U.S. Postal Service (F-FSS-230) (Jan 1994)</td>
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<td>C.16</td>
<td>Contractor’s Billing Responsibilities (G-FSS-913) (May 2000)</td>
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<td>C.18</td>
<td>Imprest Funds (Petty Cash) (I-FSS-918) (May 2000)</td>
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<td>C.19</td>
<td>Electronic Commerce-FACNET (I-FS-599) (Apr 1997)</td>
<td>31</td>
<td></td>
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<tr>
<td>C.20</td>
<td>ANSI Standards (C-FSS-427) (Jul 1991)</td>
<td>32</td>
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<tr>
<td>C.21</td>
<td>Assignment of Claims (GSAR 552.232-23) (Sep 1999)</td>
<td>33</td>
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<tr>
<td>C.22</td>
<td>Contractor’s Report of Sales (GSAR 552.238-74) (Sep 1999)</td>
<td>33</td>
<td></td>
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<tr>
<td>C.23</td>
<td>Industrial Funding Fee (GSAR 552.238-76) (Sep 1999)</td>
<td>34</td>
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<tr>
<td>C.24</td>
<td>Option to Extend the Term of the Contract (Evergreen) (I-FSS-163) (Apr 2000)</td>
<td>34</td>
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<tr>
<td>C.25</td>
<td>Notice Regarding Option(s) (GSAR 552.217-71) (Nov 1992)</td>
<td>35</td>
<td></td>
<td></td>
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<tr>
<td>C.26</td>
<td>Examination of Records by GSA (Multiple Award Schedule) (GSAR 552.215-71) (Aug 1997)</td>
<td>35</td>
<td></td>
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<tr>
<td>C.27</td>
<td>Economic Price Adjustment – FSS Multiple Award Schedule Contracts.</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
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<tr>
<td>C.28</td>
<td>Price Reductions (GSAR 552.238-75) (Sep 1999)</td>
<td>38</td>
<td></td>
<td></td>
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<tr>
<td>C.29</td>
<td>Modifications (Multiple Award Schedule) (GSAR 552.243-72) (Jul 2000) (FCI Deviation)</td>
<td>39</td>
<td></td>
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<tr>
<td>C.30</td>
<td>Submission and Distribution of Authorized FSS Schedule Pricelists (GSAR 552.238-71) (Sep 1999) (FCI Deviation)</td>
<td>40</td>
<td></td>
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<tr>
<td>C.31</td>
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<td>C.32</td>
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<td>43</td>
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<td>C.33</td>
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<td>43</td>
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<td>C.34</td>
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<tr>
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<td>C.48</td>
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A. CONTINUATION OF STANDARD FORM 1449

A.1 INFORMATION COLLECTION REQUIREMENTS (A-FSS-40) (NOV 1999)

"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."

A.2 ADDRESS OFFERS TO: (BLOCK 9, STANDARD FORM 1449)

Offerors shall return the complete solicitation package to the following address:

General Services Administration
Solicitation No. FCIS-JB-980001B
Attn: BOOCO, Room 1017
1941 Jefferson Davis Highway
Arlington, VA 22202

A.3 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) (X-FCI-XXX)

a. Effective October 1, 2000, GSA switched from the Standard Industrial Classification System (SIC) to the North American Industry Classification System (NAICS) for Federal acquisitions. NAICS is a new system developed to classify industries in more detail that the 1987 SIC system. NAICS codes will be used throughout Federal acquisition in the same manner as the SIC codes were previously used.

The Small Business Administration (SBA) has amended its regulations to convert small business size standards from the SIC system to NAICS. The Federal Acquisition Regulation (FAR) is being amended to incorporate the change effective the same date.

b. Below is a chart for NAICS and the corresponding size standard.

<table>
<thead>
<tr>
<th>NAICS</th>
<th>NAICS DESCRIPTION</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>511199</td>
<td>All Other Publishing</td>
<td>500</td>
</tr>
<tr>
<td>334111</td>
<td>Electronic Computer Manufacturing</td>
<td>1,000</td>
</tr>
<tr>
<td>334112</td>
<td>Computer Storage Device Manufacturing</td>
<td>1,000</td>
</tr>
<tr>
<td>334113</td>
<td>Computer Terminals Manufacturing</td>
<td>1,000</td>
</tr>
<tr>
<td>334119</td>
<td>Other Computer Peripheral Equipment Manufacturing (pt)</td>
<td>1,000</td>
</tr>
<tr>
<td>335931</td>
<td>Current-Carrying Wiring Device Manufacturing</td>
<td>500</td>
</tr>
<tr>
<td>335932</td>
<td>Noncurrent-Carrying Wiring Device Manufacturing</td>
<td>500</td>
</tr>
<tr>
<td>334310</td>
<td>Audio and Video Equipment Manufacturing</td>
<td>750</td>
</tr>
<tr>
<td>334210</td>
<td>Telephone Apparatus Manufacturing</td>
<td>1,000</td>
</tr>
<tr>
<td>NAICS Code</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>334220</td>
<td>Radio and Television Broadcasting and Wireless Communications</td>
<td>750</td>
</tr>
<tr>
<td>334290</td>
<td>Other Communications Equipment Manufacturing</td>
<td>750</td>
</tr>
<tr>
<td>513321</td>
<td>- Paging</td>
<td>1,500</td>
</tr>
<tr>
<td>513322</td>
<td>- Cellular and Other Wireless Telecommunications (pt)</td>
<td>1,500</td>
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<tr>
<td>513330</td>
<td>- Telecommunications Resellers (pt)</td>
<td>1,500</td>
</tr>
<tr>
<td>513310</td>
<td>- Wired Telecommunications Carriers (pt)</td>
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</tr>
<tr>
<td>513330</td>
<td>- Telecommunication Resellers (pt)</td>
<td>1,500</td>
</tr>
<tr>
<td>513340</td>
<td>- Satellite Telecommunications (pt)</td>
<td>$11.0</td>
</tr>
<tr>
<td>513310</td>
<td>Wired Telecommunications Carriers (pt)</td>
<td>1,500</td>
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<tr>
<td>513322</td>
<td>- Cellular and Other Wireless Telecommunications (pt)</td>
<td>1,500</td>
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<tr>
<td>513340</td>
<td>- Satellite Telecommunications (pt)</td>
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<tr>
<td>513390</td>
<td>- Other Telecommunications</td>
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<tr>
<td>443120</td>
<td>Computer and Software Stores (pt) - Retail</td>
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<tr>
<td>532420</td>
<td>Office Machinery and Equipment Rental and Leasing (pt)</td>
<td>$18.0</td>
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<tr>
<td>541511</td>
<td>Custom Computer Programming Services</td>
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<tr>
<td>511210</td>
<td>Software Publishers</td>
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<td>541512</td>
<td>Computer Systems Design Services (pt)</td>
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<tr>
<td>514210</td>
<td>Data Processing Services</td>
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<tr>
<td>514191</td>
<td>On-Line Information Services</td>
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<td>Computer Facilities Management Services</td>
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<td>Office Machinery and Equipment Rental and Leasing (pt)</td>
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<td>443120</td>
<td>- Computer and Software Stores (pt)</td>
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<tr>
<td>811212</td>
<td>- Computer and Office Machine Repair and Maintenance (pt)</td>
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<tr>
<td>514210</td>
<td>- Data Processing Services (pt)</td>
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<tr>
<td>541512</td>
<td>- Computer Systems Design Services (pt)</td>
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<tr>
<td>541519</td>
<td>- Other Computer Related Services</td>
<td>$18.0</td>
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<tr>
<td>514210</td>
<td>Data Processing Services (pt)</td>
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</tr>
<tr>
<td>611420</td>
<td>Computer Training, except Computer Repair</td>
<td>$6.0</td>
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</table>
c. In the chart below, Offeror should indicate the NAICS code for each SIN(s) being offered. If multiple codes are available for each SIN, insert only one NAICS, as it relates to the code that is expected to have the majority of sales.

<table>
<thead>
<tr>
<th>Special Item Number (SIN)</th>
<th>NAICS Code</th>
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<tbody>
<tr>
<td>132-3 Leasing of Product</td>
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<tr>
<td>132-4 Daily / Short Term Rental</td>
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<tr>
<td>132-8 Purchase of Equipment</td>
<td></td>
</tr>
<tr>
<td>132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts</td>
<td></td>
</tr>
<tr>
<td>132-32 Term Software License</td>
<td></td>
</tr>
<tr>
<td>132-33 Perpetual Software License</td>
<td></td>
</tr>
<tr>
<td>132-34 Maintenance of Software</td>
<td></td>
</tr>
<tr>
<td>132-50 Training</td>
<td></td>
</tr>
<tr>
<td>132-51 Professional Information Technology Services</td>
<td>541511, 541512, 541513, 541519, 51421, 54161</td>
</tr>
<tr>
<td>132-52 Electronic Commerce Services</td>
<td></td>
</tr>
<tr>
<td>132-53 Wireless Services</td>
<td></td>
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</tbody>
</table>
B. SCHEDULE OF ITEMS

B.1 ESTIMATED SALES (B-FSS-96) (Jul 2001)

The figures shown below reflect the approximate purchases made by Special Item Number (SIN), in dollars, for the period July 1, 2000 through June 30, 2001, as reported by Contractors, based upon total sales under the Information Technology Schedule.

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<th>Special Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
<td>132-3</td>
<td>Leasing of Product</td>
<td>$106,277,488</td>
</tr>
<tr>
<td>132-4</td>
<td>Daily / Short Term Rental</td>
<td>$767,488</td>
</tr>
<tr>
<td>132-8</td>
<td>Purchase of Equipment</td>
<td>$2,822,879,012</td>
</tr>
<tr>
<td>132-12</td>
<td>Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts</td>
<td>$466,773,426</td>
</tr>
<tr>
<td>132-32</td>
<td>Term Software Licenses</td>
<td>$52,243,602</td>
</tr>
<tr>
<td>132-33</td>
<td>Perpetual Software Licenses</td>
<td>$689,342,291</td>
</tr>
<tr>
<td>132-34</td>
<td>Maintenance of Software</td>
<td>$414,569,466</td>
</tr>
<tr>
<td>132-50</td>
<td>Training Courses</td>
<td>$112,947,627</td>
</tr>
<tr>
<td>132-51</td>
<td>Information Technology Professional Services</td>
<td>$5,958,032,534</td>
</tr>
<tr>
<td>132-52</td>
<td>Electronic Commerce Services</td>
<td>$10,848,285</td>
</tr>
<tr>
<td>132-53</td>
<td>Wireless Services</td>
<td>$1,264,101</td>
</tr>
</tbody>
</table>

Total Estimated Sales (All Special Item Numbers) $10,635,945,320

B.2 PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS
(BLOCKS 19 & 20, STANDARD FORM 1449) (Jul 2001)

Insert an "X" on the applicable line for each Special Item Number/FSC Class/FPDS Code offered.

[___] SPECIAL ITEM NO. 132-3 LEASING OF PRODUCT (FPDS Code W070)
[___] SPECIAL ITEM NO. 132-4 DAILY / SHORT TERM RENTAL (FPDS Code W070)

SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

[___] End User Computers/Desktop Computers
[___] Professional Workstations
[___] Servers
[___] Laptop/Portable/Notebook Computers
[___] Large Scale Computers
[___] Optical and Imaging Systems
[___] Other System Configuration Equipment Not Elsewhere Classified. Provide specific information:
FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

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

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSES

- Fiber Optic Cable Assemblies and Harnesses
FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
   ______ Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
   ______ Telephone Equipment
   ______ Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
   ______ Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
   ______ Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
   ______ Two-Way Radio Transmitters/Receivers/Antennas
   ______ Broadcast Band Radio Transmitters/Receivers/Antennas
   ______ Microwave Radio Equipment/Antennas and Waveguides
   ______ Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
   ______ Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
   ______ Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
   ______ Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
   ______ Pagers and Public Address Systems (wired and wireless transmission, including background music systems)
FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

_____ Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

_____ Used Equipment. Provide specific information:

_____ Installation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 OF THIS CONTRACT AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS $2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY.

NOTE: VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

_____ Maintenance

_____ Repair Service

_____ Repair Parts/Spares Parts

_____ Third Party Maintenance
SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

______ Operating System Software
______ Application Software
______ Electronic Commerce (EC) Software
______ Utility Software
______ Communications Software
______ Core Financial Management Software
______ Ancillary Financial Systems Software
______ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Microcomputers

______ Operating System Software
______ Application Software
______ Electronic Commerce (EC) Software
______ Utility Software
______ Communications Software
______ Core Financial Management Software
______ Ancillary Financial Systems Software
______ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:
SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Microcomputers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

Note: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

_____ SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

X _____ SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)
SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

_____ IT Facility Operation and Maintenance (FPDS CODE D301)
X_____ IT Systems Development Services (FPDS CODE D302)
X_____ IT Systems Analysis Services (FPDS Code D306)
X_____ Automated Information Systems Design and Integration Services (FPDS Code D307)
X_____ Programming Services (FPDS Code D308)
X_____ IT Backup and Security Services (FPDS Code D310)
X_____ IT Data Conversion Services (FPDS Code D311)
_____ Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)
_____ IT Network Management Services (FPDS Code D316)
X_____ Automated News Services, Data Services, or Other Information Services (FPDS Code D317)
_____ Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

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

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES

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

FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

Note: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.
SPECIAL ITEM NO. 132-53 WIRELESS SERVICES  (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

______ Paging Services
______ Cellular/PCS Voice Services

******************************************************************************
NOTE TO DEALERS: For products and/or services proposed under each Special Item Number, list on an attachment to B.2, the names of the manufacturers of the products/services being offered, in the format indicated below. (Failure to provide this information could result in no further consideration being given to any unlisted manufacturers/products and/or services.)

EXAMPLE: MANUFACTURER  FSC CLASS/FPDS CODE

Special Item Number 132-8 Purchase of Equipment

    ABC Corporation            7010
                               7025
    XYZ Inc.                     5820

Special Item Number 132-33 Perpetual Software Licenses

    DEF Inc.                      7030

******************************************************************************

NOTE: The following ARE EXCLUDED from the Information Technology Schedule:

i. Radar Equipment (except airborne radar equipment).
   Offers for radar equipment (other than airborne radar equipment) must be made under Federal Supply Schedule 581. Contact Mr. Jim Concannon at (215) 656-3855.

ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressors, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support. Offers which are limited to the electrical equipment cited above should be made under Federal Supply Schedule 539. Contact Ms. Scheryl McBride at (817) 978-2792.

iii. Training Courses for products which are outside the scope of this Schedule.

iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, and Optical Disks, may be offered only in conjunction with the hardware devices which utilize these supply items. Offers which do not include the hardware devices may be made under Federal Supply Schedule 7511A. Contact the Business Management Division of Office Supplies and Paper Center at (202) 264-0868.

v. Carrying cases, except one per portable CPU purchase.

vi. RESERVED.
vii. Subscription services for databases on magnetic media and/or on optical disk. Contact Ms. Mary Ann DeFeo on (212)264-2306.

viii. Any products which are not U.S. Made End Products, Designated Country End Products, Caribbean Basin Country End Products, Canadian End Products, or Mexican End Products in accordance with FAR 25.402(c) and General Services Administration Acquisition Regulation (GSAR) 525.402(a).

ix. Any products or services that are not "commercial" as defined in accordance with FAR 52.202-1(c).
C. CONTRACT CLAUSES

C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (FEB 2002) (TAILORED)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes [DEC 1998], which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions [DEC 2001], is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include-

1. Name and address of the Contractor;
2. Invoice date and number;
3. Contract number, contract line item number and, if applicable, the order number;
4. Description, quantity, unit of measure, unit price and extended price of the items delivered;
5. Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
6. Terms of any discount for prompt payment offered;
7. Name and address of official to whom payment is to be sent;
8. Name, title, and phone number of person to be notified in event of defective invoice; and
(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

Electronic Funds Transfer (EFT) banking information. The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and the Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) [SEE D.1] for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1 State and Local Taxes [SEE C.2]; 52.229-3 Federal, State, and Local Taxes [SEE C.2]; and 52.229-5 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico [SEE C.2] which are incorporated by reference.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.


(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
C.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically in the attached file titled: IBR.DOC.

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

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C.3 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (GSAR 552.212-71), (JUL 2000) (FCI DEVIATION - DEC 1997)

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

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C.4 SCOPE OF CONTRACT (I-FCI-102) (MAR 1998)

This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for delivery within the 48 contiguous States and Washington, D.C. For Special Item Number 132-53 Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed. Resultant contracts may also be used for delivery to Alaska, Hawaii, the Commonwealth of Puerto Rico, and overseas locations.

1. All Federal agencies and activities in the executive, legislative, and judicial branches,
2. Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1,
3. Mixed ownership Government corporations (as defined in the Government Corporation Control Act),
5. Other activities and organizations authorized by statute or regulation to use GSA as a source of supply. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

For orders received from activities within the Executive Branch of the Government, each Contractor is obligated to deliver all articles or services contracted for that may be ordered during the contract term, except as otherwise provided herein.

The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor is unwilling to accept such an order, the Contractor shall return it by mailing it or delivering it to the ordering office within 5 workdays from receipt. Failure to return an order shall constitute acceptance whereupon all provisions of the contract shall apply.

The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.
C.5 GUARANTEED MINIMUM (I-FSS-106) (OCT 2000)

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

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

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

C.6 ORDERING (FAR 52.216-18) (DEVIAExpiration-JAN 1994)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through Contract expiration date.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

C.7 PLACEMENT OF ORDERS (GSAR 552.216-72) (SEP 1999) (ALTERNATE II-SEP 1999)

(a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.

(1) Executive agencies.
(2) Other Federal Agencies.
(3) Mixed-ownership Government corporations.
(4) The District of Columbia.
(5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
(6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406
Telephone: (703) 305-7741
FAX: (703) 305-7720

C.8 ORDER ACKNOWLEDGEMENT (G-FSS-907) (APR 1984)

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

C.9 BLANKET PURCHASE AGREEMENTS (I-FSS-646) (MAY 2000)

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

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.
C.10 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995) (VARIATION I-AUG 1999)

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

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

<table>
<thead>
<tr>
<th>ITEM NUMBER/SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-3</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-4</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-8</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-12</td>
<td>$10,000 per order</td>
</tr>
<tr>
<td>132-32</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-33</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-50</td>
<td>$25,000 per order</td>
</tr>
<tr>
<td>132-51</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-52</td>
<td>$500,000 per order</td>
</tr>
<tr>
<td>132-53</td>
<td>$500,000 per order</td>
</tr>
</tbody>
</table>

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

C.11 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (I-FSS-125) (SEP 1999)

(a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall:

1. Review additional schedule contractors’ catalogs/price lists or use the “GSA Advantage!” on-line shopping service;

2. Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and

3. After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
Vendors may:

1. offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations [SEE C.10]).

2. offer the lowest price available under the contract; or

3. decline the order (orders must be returned in accordance with FAR 52.216-19 [SEE C.10]).

A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.

Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74 [SEE C.22].

C.12 DELIVERY PRICES (F-FSS-202-G) (JAN 1994)

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

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>(Yes)</th>
<th>(No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Hawaii</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Puerto Rico</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

(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 [SEE C.2]), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest
to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

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

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

C.13 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)
(GSAR 552.211-78) (FEB 1996)

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

<table>
<thead>
<tr>
<th>ITEMS OR GROUP OF ITEMS (Special item No. or Nomenclature)</th>
<th>GOVERNMENT'S STATED DELIVERY TIME (Days ARO)</th>
<th>CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-3</td>
<td>30</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-4</td>
<td>30</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-8</td>
<td>30</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-32</td>
<td>30</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-33</td>
<td>30</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-51</td>
<td>As per task order</td>
<td>As per task order</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)</th>
<th>Expedited delivery time (Hours/Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-3</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-4</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-8</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-32</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-33</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>132-51</td>
<td>As per task order</td>
</tr>
</tbody>
</table>

(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.
C.14 URGENT REQUIREMENTS (I-FSS-140-B)(JAN 1994)

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

C.15 DELIVERIES TO THE U.S. POSTAL SERVICE (F-FSS-230) (JAN 1994)

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

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

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

C.16 CONTRACTOR’S BILLING RESPONSIBILITIES (G-FSS-913) (MAY 2000)
(Not Applicable)

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

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

1. Comply with the same terms and conditions regarding prices as the Contractor, for sales made under the contract;

2. Maintain a system of reporting sales under the contract to the manufacturer which includes:

(a) the date of sale,
(b) the agency to which the sale was made,
(c) the product/model sold,
(d) the quantity of each product/model sold,
(e) the price at which it was sold, including discounts, and
(f) all other significant sales data;

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

4. Place orders and accept payment in the name of the Contractor, in care of the dealer.
An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

CERTIFICATION ("Not Applicable")

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

<table>
<thead>
<tr>
<th>NOT APPLICABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

C.17 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (GSAR 552.232-77) (MAR 2000) (ALTERNATE I-MAR 2000)

(a) Definitions.

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

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

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

(c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

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

(e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

C.18 IMPREST FUNDS (PETTY CASH) (I-FSS-918) (MAY 2000)

The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.305.
C.19  ELECTRONIC COMMERCE-FACNET (I-FSS-599) (APR 1997)

(a) General Background.

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

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

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

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

(c) Registration Instructions.

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

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

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

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

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

(e) Additional Information.

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

(1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage/(tm).

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

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

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

   (iii) Use the Federal IMPAC VISA.

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

C.20 ANSI STANDARDS (C-FSS-427) (JUL 1991)

 ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).
C.21 ASSIGNMENT OF CLAIMS (552.232-23) (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23 [SEE C.21]) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

C.22 CONTRACTOR'S REPORT OF SALES (GSAR 552.238-74) (SEP 1999)

(a) The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all sales under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of a sale is the price paid by the schedule user for products and services on a schedule contract task or delivery order, as recorded by the Contractor. The reported contract sales value must include the industrial funding fee (see Clause 552.238-76 [SEE C.23]).

(b) The Contractor must report the quarterly dollar value of sales on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, http://VSC.gsa.gov. The Contractor must report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or subitem. If no sales occur, the Contractor must show zero on the report for each separate NSN, SIN, or subitem.

(c) The Contractor must register with the VSC before using the automated reporting system. To register, the Contractor (or its authorized representative) must call the VSC at (703) 305-6235 and provide the necessary information regarding the company, contact name(s), and telephone number(s). The VSC will then issue a 72A specific password and provide other information needed to access the reporting system. Instructions for electronic reporting are available at the VSC Website or by calling the above phone number.

(d) The Contractor must convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The Contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from:

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

(e) The report is due 30 days following the completion of the reporting period. The Contractor must also provide a close-out report within 120 days after the expiration of the contract. The contract expires upon physical completion of the last, outstanding task or delivery order of the contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then show zero sales in the close-out report.
C.23 INDUSTRIAL FUNDING FEE (GSAR 552.238-76) (SEP 1999)

(a) The Contractor must pay the Federal Supply Service, GSA, an industrial funding fee (IFF). The Contractor must remit the IFF in U.S. dollars within 30 days after the end of each quarterly reporting period as established in clause 552.238-74, Contractor's Report of Sales [SEE C.22]. The IFF equals 1% (one percent) of total quarterly sales reported. The IFF reimburses the GSA Federal Supply Service for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities.

(b) The Contractor must remit any monies due as a result of the close-out report required by Clause 552.238-74 [SEE C.22] at the time the close-out report is submitted to GSA.

(c) The Contractor must pay the IFF amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the "General Services Administration." If the payment involves multiple special item numbers or contracts, the Contractor may consolidate the IFFs into one payment. To ensure that the payment is credited properly, the Contractor must identify the check or electronic transmission as an "Industrial Funding Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the Contractor makes payment by check, provide this information on either the check, check stub, or other remittance material.

(1) If paying the IFF by check, the Contractor must forward the check to the following address:

General Services Administration,
Accounts Receivable Branch
P.O. Box 70500
Chicago, IL 60673-0500.

(2) If paying by electronic funds transfer through the ACH, the Contractor must call GSA, Financial Information Control Branch, Receivables, Collections and Sales Section (6BCDR) at 1-800-676-3690 to make arrangements.

(d) If the full amount of the IFF is not paid within 30 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest [SEE C.2]).

(e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to pay the IFF in a timely manner, the Government may terminate or cancel this contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to pay the IFF timely constitutes sufficient cause for terminating the Contractor for cause under the termination provisions of this contract.


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

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

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!(tm) in accordance with clause I-FCI-600, Contract Price Lists.
(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause [SEE C.27] or Price Reduction Clause [SEE C.28]).

C.25 NOTICE REGARDING OPTION(S) (GSAR 552.217-71) (NOV 1992)

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

C.26 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (GSAR 552.215-71) (AUG 1997)

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 over billings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee 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.

C.27 ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS

A. The following Economic Price Adjustment is for products and/or services that were awarded based on a Commercial Catalog Price. (GSAR 552.216-70) (SEP 1999) (ALTERNATE 1-SEP 1999)

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met.

(1) Increases resulting from a reissue or other modification of the Contractor’s commercial catalog/pricelist that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelists showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

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

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or;

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressers previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased price shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

B. The following Economic Price Adjustment is for products and/or services that were awarded NOT based on a Commercial Catalog Price. (1-FSS-969) (JAN 2002)

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

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government’s examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) **Conditions of Price change requests under paragraphs b(2) and c above:**

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

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

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

C.28 PRICE REDUCTIONS (GSAR 552.238-75)(SEP 1999)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government’s price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor’s commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor’s report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor-

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales-

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies; or

(3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
(e) The Contractor may offer the Contracting Officer a voluntary Government-wide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

C.29 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (GSAR 552.243-72) (JUL 2000) (FCI DEVIATION)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

   (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.

   (ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

   (iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5] is required.

   (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedules). [SEE C.13]

   (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance [SEE C.2].

   (vi) Any information requested by 52.212-3(d), Offerers Representations and Certifications - Commercial Items [SEE G.1], that may be necessary to assure compliance with 552.225-9 *, Buy American Act-Trade Agreements Balance of Payments Program.

* NOTE: Per revisions to the Federal Acquisition Regulations (FAR), paragraph (vi) above, does not apply to this solicitation. Use FAR 52.225-5 Trade Agreements Act [SEE G.2].

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75 [See C.28]. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75 [See C.28].

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

The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75. [See C.28]

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

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a accumulative supplement is at the discretion of the Contractor, but may not exceed three months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February-April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

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

C.30 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (GSAR 552.238-71) (SEP 1999) (FCI DEVIATION)

(a) Definition. For the purposes of this clause, the Mailing List is the Contractor's listing of its Federal Government Customers.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

The Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. NOTE: It shall not absolve the Contractor from responsibility for the accuracy of the pricelist. Consequently, the Contractor would be required to revise the pricelist to correct any significant errors subsequently found by the Contracting Officer and reprint and distribute at the Contractor's expense. If significant pricing errors are found, the Government may cancel the contract and the Contractor may be liable for any price adjustments for overpricing.
The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either:

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through the online Multiple Award Schedule electronic data base.

(d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer’s approval for printing, whichever is later.

(e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

C.31 CONTRACT PRICE LISTS (I-FCI-600) (JUN 2001)

(a) Electronic Contract Data.

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

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application provided. The Contractor’s electronic files must be complete; correct; readable; virus-free; and contain only those products, prices, and terms and conditions that were accepted by the Government. They will be added to GSA’s electronic ordering system known as GSA Advantage™, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order. The Contractor’s electronic files must be received no later than 6 months after award. Contractors should refer to clause 1-FSS-597, GSA Advantage™ [SEE C.53] for further information.

(3) Further details on EDI, ICs, and GSA Advantage™ can be found in clause 1-FSS-599, Electronic Commerce [SEE C.19].

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor’s Federal Supply Services’ price list. The identifier URL is located at fss.gsa.gov/partnership/. All resultant “web price lists” shown on the contractor’s web site must be in accordance with section (b)(3) of this clause and nothing other than what was
accepted /awarded by the Government may included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must be clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Paper Federal Supply Schedule pricelists

(1) The Contractor shall prepare a paper FSS Information Technology Schedule pricelist in accordance with Attachment 1, Guidelines For Format and Content of Authorized Federal Supply Service Information Technology Schedule pricelist. Two (2) copies of the FSS Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized FSS Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 (SEE C.30), the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.

(3) Modifications to FSS Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.

(4) As an option, the Contractor may provide two (2) copies (including cover letter) of the Federal Supply Schedule pricelist to the Contracting Officer for review prior to distribution. Accuracy of information and computation of prices is the responsibility of the Contractor.

(5) An address list of customers who are interested in the FSS Information Technology Schedule will only be furnished upon request from the Contractor. The list of customer addresses is available in one of the following formats (as specified by the Contractor):

- Cheshire Label
- Gummed Label

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

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Field Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Customer ID No.</td>
<td>12</td>
</tr>
<tr>
<td>2. Agency Name</td>
<td>35</td>
</tr>
<tr>
<td>3. Address Line 1</td>
<td>35</td>
</tr>
<tr>
<td>4. Address Line 2</td>
<td>35</td>
</tr>
<tr>
<td>5. City</td>
<td>20</td>
</tr>
<tr>
<td>6. State</td>
<td>2</td>
</tr>
<tr>
<td>7. Zip Code</td>
<td>9</td>
</tr>
</tbody>
</table>

Use of the mailing list for any purpose other than the distribution of the Authorized FSS Information Technology Schedule pricelist is not authorized.

(6) The Contractor may formally print and distribute a Federal Supply Schedule pricelist. Inclusion of incorrect information will cause the Contractor to reprint and redistribute the Federal Supply Schedule pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (n), Termination for Cause) [SEE C.1], and application of any other remedies as provided by law-including monetary recovery.
(7) Distribution to the customer mailing list shall be made as set forth GSAR clause 552.238-71, Submission and Distribution of Authorized FSS Schedule pricelists (SEE C.30). In addition, two (2) copies of the Federal Supply Schedule pricelist shall be submitted to the FSS Information Center at the address listed below. The Contractor may also send Federal Supply Schedule pricelists to agencies not on the GSA listing when there is reasonable expectation that sales to these agencies will be made.

GSA, Federal Supply Service
National Customer Service Center (6FR)
1500 E. Bannister Road, Bldg. #4
Kansas City, MO 64131-3009
Telephone: 1(800) 488-3111

C.32 WARRANTY-MULTIPLE AWARD SCHEDULE (FSAR 552.246-73) (MAR 2000)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial 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 Government accepts the product.
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 products to and from the repair facility, or the costs involved with Contractor personnel traveling to the Government facility for the purpose of repairing the product onsite, during the 90 day warranty period.

C.33 RESERVED

C.34 DEFAULT (I-FSS-249-B) (MAY 2000)

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

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

C.35 CANCELLATION (GSAR 552.238-73) (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.
C.36 LOGISTICAL SUPPORT PRIVILEGES (X-FCI-XXX) (DEC 1997)

Where the Contractor may require Logistical Support in overseas areas in order to meet contract obligations, the ordering activities should obtain the required support in accordance with their applicable regulations prior to issuance of any delivery orders under this GSA contract. The Contractors will provide all the necessary information required of them by the applicable regulations in order to assist the ordering activity in obtaining the Logistical Support Privileges.

The ordering agency, in all cases, will make the decision as to whether the Contractor will be granted the requested support. The General Services Administration will neither assist in the decision nor arbitrate any dispute pertaining to logistical support. Logistical support which may be furnished by the Government hereunder includes, but is not limited to, use of the following:

(a) Military or other U.S. Government Clubs, exchanges, other non-appropriated fund organizations.
(b) Military or other U.S. Government commissary stores.
(c) Military or other U.S. Government postal facilities.
(d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies.
(e) Military Payment Certificate (MPC), where applicable.
(f) Military or other U.S. Government banking facilities.
(g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government/Military regulations.

C.37 DISSEMINATION OF INFORMATION BY CONTRACTOR (I-FSS-680) (APR 1984)

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

C.38 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

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

General Services Administration
FSS-IT Acquisition Center (FCI)
Crystal Mall #4, Room 1017
Arlington, VA 22202
Attn.: Contracting Officer

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
C.39 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (GSAR 552.233-70) (MAR 2000)

(a) The following definitions apply in this provision:

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

"Deciding official" means the person chosen by the protestor to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

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

1. Indicate that it is a protest to the agency.
2. Be filed with the Contracting Officer.
3. State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
4. Indicate whether the protestor prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
5. Include the information required by FAR 33.103(d)(2):
   (i) Name, address, fax number, and telephone number of the protestor.
   (ii) Solicitation or contract number.
   (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
   (iv) Copies of relevant documents.
   (v) Request for a ruling by the agency.
   (vi) Statement as to the form of relief requested.
   (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
   (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

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

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

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

(1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).

(2) GSA procedures do not provide for any discovery.

(3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

(4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.

(5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:

   (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.

   (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

(6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.

(i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

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

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
(l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

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

C.40 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (VARIATION-OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

C.41 CONTRACT SALES CRITERIA (I-FSS-639) (MAR 2002)

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

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

C.42 INVOICE PAYMENTS (GSAR 552.232-74) (SEP 1999)

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

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

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

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
(2) For all other orders, the later of the following two events:

(i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.

(c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions-Commercial Items [SEE C.1], if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.

(e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-123, Prompt Payment, apply.

C.43 CENTRAL CONTRACTOR REGISTRATION (CCR) (I-FSS-598) (OCT 1999)

To receive orders from the Department of Defense (DoD) contractors must be registered in the DoD CCR database (registration information is available at http://www.ccr2000.com). The CCR database is DoD's primary repository for contractor information required for the conduct of business with DoD. This requirement does not apply to purchases made with a Governmentwide commercial purchase card. (Refer to clause I-FCI-600, Contractor Price Lists [SEE C.31], for additional information regarding CCR.)
C.44  VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (G-FSS-906) (JAN 1999)

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

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

C.45  PERFORMANCE INCENTIVES (I-FSS-60) (APRIL 2000)

When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

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

To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

The above procedures do not apply to Time and Material or labor hour orders.

C.46  CLAUSES FOR OVERSEA COVERAGE (I-FCI-108) (MAY 2000)

The following clauses apply to overseas coverage.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>CLAUSE TITLE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE</td>
<td>C.2</td>
</tr>
<tr>
<td>52.214-35</td>
<td>SUBMISSION OF OFFERS IN U.S. CURRENCY</td>
<td>C.2</td>
</tr>
<tr>
<td>52.247-34</td>
<td>F.O.B. DESTINATION</td>
<td>C.2</td>
</tr>
<tr>
<td>52.247-38</td>
<td>F.O.B. INLAND CARRIER, COUNTRY OF EXPORTATION</td>
<td>C.2</td>
</tr>
<tr>
<td>C-FSS-412</td>
<td>CHARACTERISTICS OF ELECTRIC CURRENT</td>
<td>C.47</td>
</tr>
<tr>
<td>D-FSS-477</td>
<td>TRANSSHIPMENTS</td>
<td>C.48</td>
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<tr>
<td>I-FSS-314</td>
<td>FOREIGN TAXES AND DUTIES</td>
<td>C.49</td>
</tr>
<tr>
<td>I-FSS-594</td>
<td>PARTS AND SERVICE</td>
<td>C.50</td>
</tr>
</tbody>
</table>

C.47  CHARACTERISTICS OF ELECTRIC CURRENT (C-FSS-412) (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.
C.48 TRANSSHIPMENTS (D-FSS-477) (APR 1984)

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 Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

C.49 FOREIGN TAXES AND DUTIES (I-FSS-314) (DEC 1990)

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

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

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

C.50 PARTS AND SERVICE (I-FSS-594) (OCT 1988)

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

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

<table>
<thead>
<tr>
<th>GEOGRAPHIC AREA</th>
<th>ADDRESS OF SUPPLY AND SERVICE POINT</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Not Applicable&quot;</td>
<td></td>
</tr>
</tbody>
</table>

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

C.51 SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (I-FSS-91) (OCT 2000)

NOTE: This clause only applies to contractors that are being awarded as an 8(a) participant.

(a) This contract is issued as an award between the General Services Administration (GSA) and the 8(a) program participant (Contractor) pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration Regarding the Multiple Award Schedule Program signed on June 7, 2000. It is also issued pursuant to the Memorandum of Understanding between the SBA and GSA that delegates 8(a) contracting authority signed on May 6, 1998.

(b) Eligibility.

(i) The Contractor has been determined to be an eligible concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)) and agrees to furnish the supplies or services set forth in the contract according to the terms and conditions of the contract.

(ii) SBA retains all responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues.

(iii) SBA will notify the GSA Contracting Officer immediately upon notification by the Contractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern. If the owner(s) actually relinquish ownership or control, the firm will be given the option of either canceling the contract or modifying the contract to eliminate the 8(a) specific clauses, which will eliminate its designation in the Schedules E-Library and GSA Advantage™ as an 8(a) participant and will preclude procuring agencies from taking credit for 8(a) awards to the firm.

(c) Pursuant to the MOU dated June 7, 2000, GSA has agreed to apply its MAS contracting policies and procedures when evaluating offers, awarding contracts, and administering orders, consistent with FAR 19.800(f), except that GSA will notify SBA prior to terminating an 8(a) contract and request SBA approval prior to executing novation agreements of 8(a) contracts. GSA also will notify SBA when the estimated dollar value of the contract changes or when the 8(a) contract is to be canceled pursuant to clause 552.238-73, Cancellation.

(d) In accordance with GSA’s MOU that delegates 8(a) contracting authority, the procuring activity must provide a copy of the GSA Form 1535, Recommendation for Award, to the SBA central point of contact.

(e) Payments to be made under the contract will be made directly to the contractor by the ordering activities.

(f) The Contractor shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of this contract.
C.52 CONTRACTOR TEAM ARRANGEMENTS (I-FSS-40) (SEP 2000)

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

C.53 GSA ADVANTAGE™ (I-FSS-597) (SEP 2000)

(a) The Contractor must participate in the GSA Advantage™ online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce [SEE C.19].

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium) [SEE C.30], I-FCI-600, Contract Pricelists (which provides information on electronic contract data) [SEE C.31], and 552.243-72, Modifications (which addresses electronic file updates) [SEE C.29].

C.54 PERFORMANCE REPORTING REQUIREMENTS (I-FSS-50) (FEB 1995)

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.
D. CONTRACT TERMS AND CONDITIONS

D.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2001) (TAILORED)

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

1. 52.222-3, Convict Labor (E.O. 11755).
2. 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

1. 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
2. 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
3. 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
4. 52.219-14, Limitation on Subcontracting (DEC 1996)
   NOTE: This clause only applies to contracts that are awarded to and under the 8(a) program.
5. 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
6. 52.222-26, Equal Opportunity (E.O. 11246).
10. 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
11. 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
13. 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
(c) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (c) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

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

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)

E. SOLICITATION PROVISIONS

E.1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (FAR 52.212-1) (OCT 2000) IS INCORPORATED HEREIN BY REFERENCE.

ADDENDUM TO FAR 52.212-1 (E.1)

E.2 PERIOD FOR ACCEPTANCE OF OFFERS (A-FSS-12-C) (NOV 1997)

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

E.3 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (A-FSS-11) (DEC 2000)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

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

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended pursuant to clause 1-FSS-163, Option to Extend the Term of the Contract (Evergreen) [SEE C.24], canceled pursuant to the Cancellation clause [SEE C.35], or terminated pursuant to the termination provisions of the contract [SEE C.1].

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

E.4 SUBMISSION OF OFFERS-ADDITIONAL INSTRUCTIONS (CI-FCI-2) (MAR 1996)

Offerors are requested to submit, in a minimum font size of 10 cpi (characters per inch):

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

(b) Two complete copies of the proposed FSS Information Technology Schedule Pricelist, including all applicable Terms and Conditions. (See Attachment I for format and content of proposed pricelist.)
(c) If the Offeror is other than the manufacturer, (1) one signed copy of a letter of commitment from the manufacturer which will assure the Offeror of a source of supply sufficient to satisfy the Government’s requirements for the contract period, OR (2) other evidence that the Offeror will have an uninterrupted source of supply from which to satisfy the Government’s requirements for the contract period. [SEE F.3]

(d) One copy of a plan indicating how the Offeror intends to perform the sales and after sales maintenance service within the minimum geographic scope of the solicitation (SEE C.4). For SIN 132-53 ONLY, provide an acceptance test plan and procedure for approval.

(e) A completed copy of the past performance evaluation form sent, by the Offeror, to Dun & Bradstreet c/o Open Ratings. [SEE ATTACHMENT II]

(f) Identification of and rationale for any and all exceptions and clarifications taken from either the solicitation or the standard format for the FSS Information Technology Schedule PriceList (SEE ATTACHMENT 1).

(g) Small Business Subcontracting Plan, if applicable. [SEE ATTACHMENT III, GUIDELINES TO CREATE A SMALL BUSINESS SUBCONTRACTING PLAN.]

E.5 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (GSAR 552.212-70) (AUG 1997)

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

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

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.
(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

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

E.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALTERNATE IV-OCT 1997) (VARIATION 1-SEP 1999)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

(1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5];

(2) Commercial sales practices [SEE G.4]. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation (48 CFR 515-2); or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
E.7 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (FAR 52.215-21) (OCT 1997) (ALTERNATE IV - OCT 1997) (VARIATION I-AUG 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below.

(1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule)

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

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

E.8 IDENTIFICATION OF ENERGY-EFFICIENT OFFICE EQUIPMENT AND SUPPLIES CONTAINING RECOVERED MATERIALS OR OTHER ENVIRONMENTAL ATTRIBUTES (GSAR 52.238-72) (SEP 1999)

(a) Definitions. "Energy-efficient office equipment," as used in this clause, means office equipment that, in representative use, provides equivalent or better performance and value to users, but uses significantly less energy than most functionally equivalent models.

"Recovered materials," as used in this clause, means waste material and by-products which have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused, within an original manufacturing process (42 U.S.C. 6903(19)). For paper, it also includes postconsumer materials, and manufacturing and certain other wastes. (42 U.S.C. 6962(h)).

"Remanufactured products," as used in this clause, means equipment or parts that have been factory remanufactured or rebuilt to meet new equipment or part performance specifications and have had no use subsequent to their remanufacture.

(b) The offeror shall identify in its offer and include in any commercial catalogs and pricelists and any resultant Government catalogs or pricelists submitted to the Contracting Officer, energy-efficient office equipment and supplies that contain recovered material, remanufactured products, or other environmental attributes. Examples of energy-efficient office equipment are microcomputers and associated equipment that meet the requirements of the Environmental Protection Agency's (EPA) energy Star Computers Program. Supplies that contain recovered materials and other environmental attributes include, but are not limited to, products identified in EPA procurement guidelines (40 CFR Subchapter I) and products that are either degradable, ozone safe, recyclable, contain low volatile organic content compounds, contribute to source reduction, or otherwise are designed or manufactured to achieve environmental improvement. For example, an offeror can identify products that are safe or safer alternatives for more toxic or hazardous products and products that can be substituted for ones manufactured with toxic or hazardous materials. Such supplies shall satisfy the guidance contained in 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims.
(c) An offeror, in identifying an item with an environmental attribute, shall possess evidence or rely upon a reasonable basis to substantiate the claim (see 16 CFR 260.5). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

1. Participation in a Federal agency sponsored program, e.g., EPA's Energy Star Computer program;
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence. For any test, analysis, research, study or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

E.9 ENERGY EFFICIENT PRODUCT REQUIREMENTS (X-FCI-XXX) (SEP 2002)

A. On June 3, 1999, Executive Order 13123 gave GSA, DLA and other federal agencies directives to select life-cycle cost-effective, ENERGY STAR® and other energy-efficient products when acquiring energy-using products; the products should be clearly listed in both print and electronic formats; and agencies shall incorporate energy-efficient criteria consistent with ENERGY STAR® and other DOE Federal Energy Management Program (FEMP) designated energy efficiency levels into all guide specifications and project specifications developed for new construction and renovation, as well as into product specification language developed for Basic Ordering Agreements, Blanket Purchasing Agreements, Government Wide Acquisition Contracts, and all other purchasing procedures.

B. On July 31, 2001, Executive Order 13221 directed federal agencies to purchase products that use no more than one watt in their standby power consuming mode. If such products are not available, agencies shall purchase products with the lowest standby power wattage while in their standby power consuming mode. The DOE, in consultation with the Department of Defense and the GSA, were directed to compile a preliminary list of products to be subject to these requirements.

C. To be in compliance with these directives, GSA will now require Contractors with contracts for energy-consuming devices, including, but not limited to, computers and their accessories printers, fax machines, scanners, and multifunction devices to:

1. Only use the term "energy-efficient" in its GSA product listings if a product meets the criterion established by ENERGY STAR® and/or FEMP.

2. For printed catalogues, clearly identify energy-using products that comply with ENERGY STAR® and/or FEMP-designated energy efficiency levels. Visit the following web sites for additional information on and downloading of logos.
   a. ENERGY STAR®: www.energystar.gov/products
   b. FEMP Standby Power Devices: www.eren.doe.gov/femp/resources/standby_power.html

3. For GSAAdvantage™ submissions, use the “Environmental Attributes” identification features in the GSA Schedules Input Program (SIP) software or the Electronic Data Interchange (EDI) methods to identify products that comply with ENERGY STAR® and/or FEMP energy efficiency levels.
F. EVALUATION

F.1 EVALUATION-COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE)  
(GSAR 552.212-73) (AUG 1997)

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

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

F.2 PAST PERFORMANCE (X-FCI-XXX)

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

F.3 DEALERS AND SUPPLIERS (I-FSS-644) (OCT 1988)

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

F.4 SALES AND SERVICE REQUIREMENTS (X-FCI-XXX)

Sales and after-sales maintenance/repair service must be provided to, at a minimum, the 48 contiguous States and the District of Columbia. The Offeror must provide maintenance/repair service normally provided in the industry for the type of products offered. The Offeror must provide (with its offer) a plan as to how the Offeror will provide sales and after-sales service for the scope of the contract. [SEE E.4]
F.5 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES-PAST PERFORMANCE/RESPONSIBILITY DETERMINATION (X-FCI-XXX)

In addition to the Dun & Bradstreet requirement [SEE F.2], in order for the Government to determine if the Offeror is responsible, the following information is required:

(a) PAST PERFORMANCE

The Offeror must describe its corporate experience in IT Professional Services over the past three (3) years. Describe three (3) projects, similar in size and complexity to the effort of services categories offered in this contract. At least two of the three examples shall have been completed in the last two years and all three examples must have been completed in the last three years. All three examples of IT Professional Services must have been found to be acceptable by the client. At a minimum, the Offeror shall provide the following information:

(1) Project/Contract Name;
(2) Project Description;
(3) Dollar Amount of Contract;
(4) Project Duration, which includes the original estimated completion date and the actual completion date; and
(5) Point of Contact and Telephone Number.

(b) ORGANIZATIONAL STRUCTURE

The Offeror shall describe the management and organization of the company with respect to the IT Professional Services offered. The Offeror shall address the following:

(1) History and overview of the organization;
(2) All organizational elements within the company which shall participate in providing IT Professional Services (include a chart); and
(3) Financial Statement/Annual Report.

F.6 GOALS FOR SUBCONTRACTING PLAN (GSAR 552.219-73) (SEP 1999) (ALTERNATE I-SEP 1999)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan [SEE D.1].

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.
(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) In determining the acceptability of any subcontracting plan, the Contracting Officer will:

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

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

NOTE: Refer to Attachments III and IV for guidance on creating a Small Business Subcontracting Plan.

F.7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222-24) (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.
G. OFFEROR SUPPLIED INFORMATION

G.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS
(FAR 52.212-3) (JUL 2002) (DEVIATION)

(a) Definitions. As used in this provision:

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

"Forced or indentured child labor" means all work or service –

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" –

(1) Means a small business concern –

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

"Veteran-Owned small business concern" means a small business concern –

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[X] TIN: **54-2014785**.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[X] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other ____________________________.

(5) Common parent.

[X] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name ________________________.

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

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

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

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

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

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

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

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

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

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

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

   (ii) [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ________________________________]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

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

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

(f) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, [SEE G.2] is included in this solicitation.)

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

(2) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

<table>
<thead>
<tr>
<th>LINE ITEM NO.</th>
<th>COUNTRY OF ORIGIN</th>
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</thead>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

(List as Necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

(1) The offeror and/or any of its principals [ ] are, [X] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

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

G.2 TRADE AGREEMENTS (FAR 52.225-5) (FEB 2002)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product

Means an article that--

(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

Tuna, prepared or preserved in any manner in airtight containers; Petroleum, or any product derived from petroleum; Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e. Afghanistan, Cuba, Laos, North Korea, and Vietnam); and
Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at http://www.customs.us署as.gov/impoexpo.htm. In particular, see the following:

General Note 3(c), Products Eligible for Special Tariff treatment.


Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States—Caribbean Basin Trade Partnership Act; and

Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

**Designated country** means any of the following countries:

<table>
<thead>
<tr>
<th>Aruba</th>
<th>Austria</th>
<th>Bangladesh</th>
<th>Belgium</th>
<th>Benin</th>
<th>Bhutan</th>
<th>Botswana</th>
<th>Burkina Faso</th>
<th>Burundi</th>
<th>Canada</th>
<th>Cape Verde</th>
<th>Central African Republic</th>
<th>Chad</th>
<th>Comoros</th>
<th>Denmark</th>
<th>Djibouti</th>
<th>Equatorial Guinea</th>
<th>Finland</th>
<th>France</th>
<th>Gambia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Germany</td>
<td>Greece</td>
<td>Guinea</td>
<td>Guinea-Bissau</td>
<td>Haiti</td>
<td>Hong Kong</td>
<td>Ireland</td>
<td>Israel</td>
<td>Italy</td>
<td>Japan</td>
<td>Kiribati</td>
<td>Korea, Republic of</td>
<td>Lesotho</td>
<td>Liechtenstein</td>
<td>Luxembourg</td>
<td>Malawi</td>
<td>Maldives</td>
<td>Mali</td>
<td>Mozambique</td>
<td>Nepal</td>
</tr>
<tr>
<td>Netherlands</td>
<td>Niger</td>
<td>Norway</td>
<td>Portugal</td>
<td>Rwanda</td>
<td>Sao Tome and Principe</td>
<td>Sierra Leone</td>
<td>Singapore</td>
<td>Somalia</td>
<td>Spain</td>
<td>Sweden</td>
<td>Switzerland</td>
<td>Tanzania U.R.</td>
<td>Togo</td>
<td>Tuvalu</td>
<td>Uganda</td>
<td>United Kingdom</td>
<td>Vanuatu</td>
<td>Western Samoa</td>
<td>Yemen</td>
</tr>
</tbody>
</table>

"Designated country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.
"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country end product" means an article that—

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) Implementation. This clause implements the Trade Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993 (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

G.3 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (K-FSS-9) (SEP 2000)

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

CONTRACTOR NAME: ________________________________

DATE: ________________________________
G.4 COMMERCIAL SALES PRACTICES FORMAT (CSP-1)

Name of Offeror: Ace Info Solutions, Inc.

SIN(s): 132-51

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) [SEE E.5], for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

(1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period: $450,000. State beginning and ending of the 12-month period. Beginning 11/01/2001 Ending 10/31/2002. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

(2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

<table>
<thead>
<tr>
<th>Special Item No.</th>
<th>Description</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-3</td>
<td>Leasing of Equipment</td>
<td></td>
</tr>
<tr>
<td>132-4</td>
<td>Daily / Short Term Rental</td>
<td></td>
</tr>
<tr>
<td>132-8</td>
<td>Purchase of Equipment</td>
<td></td>
</tr>
<tr>
<td>132-12</td>
<td>Maintenance of Equipment, Repair Service, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Repair Parts/Spare Parts</td>
<td></td>
</tr>
<tr>
<td>132-32</td>
<td>Term Software Licenses</td>
<td></td>
</tr>
<tr>
<td>132-33</td>
<td>Perpetual Software Licenses</td>
<td></td>
</tr>
<tr>
<td>132-34</td>
<td>Maintenance of Software</td>
<td></td>
</tr>
<tr>
<td>132-50</td>
<td>Training Courses</td>
<td></td>
</tr>
<tr>
<td>132-51</td>
<td>Information Technology Professional Services</td>
<td>1,000,000</td>
</tr>
<tr>
<td>132-52</td>
<td>Electronic Commerce Services</td>
<td></td>
</tr>
<tr>
<td>132-53</td>
<td>Telecommunication Transmission Services</td>
<td></td>
</tr>
</tbody>
</table>

(3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES NO X. (See definition of "concession" and "discount" in 552.212-70.)

(4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

<table>
<thead>
<tr>
<th>COLUMN 1 CUSTOMER</th>
<th>COLUMN 2 DISCOUNT</th>
<th>COLUMN 3 QUANTITY/VOLUME</th>
<th>COLUMN 4 FOB TERM</th>
<th>COLUMN 5 CONCESSIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Enterprises, Inc</td>
<td>None</td>
<td>$250,000</td>
<td>Destination</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>
(b) Do any deviations from your written policies or standard commercial sales practices disclosed in
the above chart ever result in better discounts (lower prices) or concessions than indicated? YES____
NO X. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is
provided in this solicitation for your convenience.

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

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

Figure 515.4-2-Instructions for Commercial Sales Practices Format

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

Column 1-Identify the applicable customer or category of customer. A "customer" is any entity, except the
Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not
limited to original equipment manufacturers, value added resellers, state and local governments, distributors,
educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and
established curriculum and an organized body of students), dealers, national accounts, and end users. In any
instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by
category of customer if the offeror's discount policies or practices are the same for all customers in the category.
(Use a separate line for each customer or category of customer.)
Column 2-Identify the discount. The term "discount" is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

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

Column 4-Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

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

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

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

G.5 AUTHORIZED NEGOTIATORS (K-FSS-1) (MAR 1998)

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

Jayanth Challa, President: (703) 464-1282/jay@aceinfosolutions.com
Narsimha Koppara, Director: (703) 464-1282/nar@aceinfosolutions.com
G.6 CONTACT FOR CONTRACT ADMINISTRATION (G-FCI-900-C) (JUN 2001)

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

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Contractor’s Report of Sales, and 552.238-76, Industrial Funding Fee, including reviews of contractor records. The Contractor’s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

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

NAME: Jayanth Challa

TITLE: President

ADDRESS: 2388 Dakota Lakes Drive

Oak Hill, Virginia ZIP CODE: 20171

TELEPHONE NO.: (703) 464-1282 FAX NO.: (703) 689-9711

E-MAIL ADDRESS: jay@aceinfosolutions.com

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

NAME: N/A

TITLE: 

ADDRESS: 

ZIP CODE: 

TELEPHONE NO.: ( ) FAX NO.: ( )

E-MAIL ADDRESS: 

(c) Contractor compliance with the GSA Form 72A reporting requirements and the Industrial Funding Fee will be delegated to a GSA Administrative Contracting Officer. The Contract Management Zone will be determined based upon the location of the individual designated by the Contractor for administration of the contract’s GSA Form 72A reporting. The name of this individual, along with the person responsible for questions concerning the Industrial Funding Fee, must be provided by the Contractor prior to the award of a contract.

GSA FORM 72A:

NAME: Jayanth Challa
ADDRESS: 2388 Dakota Lakes Drive
Oak Hill, Virginia
ZIP CODE: 20171
TELEPHONE NO.: (703) 464-1282
E-MAIL ADDRESS: jay@aceinfosolutions.com

INDUSTRIAL FUNDING FEE:

NAME: Jayanth Challa
ADDRESS: 2388 Dakota Lakes Drive
Oak Hill, Virginia
ZIP CODE: 20171
TELEPHONE NO.: (703) 464-1282
E-MAIL ADDRESS: jay@aceinfosolutions.com

G.7 ORDERING INFORMATION (GSAR 552.216-73) (SEP 1999) (ALTERNATE II-SEP 1999)

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

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

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

1-703-689-9711 (Fax)
(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

Ace Info Solutions, Inc., 2388 Dakota Lakes Drive, Oak Hill, Virginia 20171

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

YES [ ]

NO [ X ]

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

G.8 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (G-FSS-914-A) (MAY 2000)

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

PAYMENT ADDRESS:

Ace Info Solutions, Inc.
2388 Dakota Lakes Drive
Oak Hill, Virginia 20171

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

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

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

G.9 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

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

PLACE OF PERFORMANCE
(Street, Address, City, State, County, Zip Code)
NOT APPLICABLE

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

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G.10 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

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

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

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

DUNS Number: 070993162

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G.11 ELECTRONIC FORMAT

By signing its offer, the Offeror attests to the fact that there have been no changes to the text of this solicitation, except as noted in the cover letter.
G.12 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-CONTRACTOR CERTIFICATION (FAR 52.222-48) (AUG 1996)

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [X], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

G.13 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

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

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

Technical Information

Note: The attached information is for review by GSA to determine the eligibility of Ace Info Solutions, Inc. to obtain the contract against the solicitation FCIS-JB-980001B. Unauthorized use of this information is not permitted.
SECTION B - TECHNICAL INFORMATION

B.1 Past Performance

The following three (3) project details are provided in support of past performance. In addition to the below details an evaluation by Open Ratings, Inc. is provided in Section E.

B.1.1 Data Warehousing and Business Intelligence Project

Project Description:

Background:
Employment Enterprises, Inc. (EEI) is a temporary staffing and human resources solutions provider. It has seven offices across the D.C. metropolitan area and is headquartered out of Manassas, Virginia. The company has multiple applications and databases, and generates number of reports and invoices in support of its operations. There were no standard business processes and technology in use for generating these reports. Especially if reports need to be generated based on multiple applications, there were lot of manual processes involved and the data integrity was questionable.

Solution:
Ace Info Solutions, Inc. (AceInfo) teamed up with EEI to provide the following tasks:

1. Interview team leaders and managers, and develop functional and technical requirements document.
2. Review the current business and technical processes and reengineer them to streamline the processes.
3. Develop an approach for consolidating the data from multiple applications and building a data warehouse.
4. Review multiple technologies and available commercial off-the-shelf (COTS) packages for data warehousing and business intelligence reporting.
5. Based on the review, select the vendor and implement the selected product.
6. Developed multiple reports to support operations.

Benefits:
The solutions provide the following benefits:
1. Enable functional users to generate reports rather than depend on IT staff. Cuts down turnaround time.
2. IT staff is used for mission critical, strategic projects rather than mundane day to day activities
3. Reliable and accurate reports.
4. Enables company to add new clients and grow

Dollar Value of Work: $150,000 (as of November 15, 2002)
Project Start Date: Completed Phase I from December 2001 thru January 2002. Phase II started in June 2002

Project End Date: Anticipated December 31, 2002

Point of Contact: Edwin Swede
Employment Enterprises
10328 Battleview Parkway
Manassas, Virginia 20109
Tel: 703.361.2220, Ext: 275
Fax: 703.368.0795
eswede@eeistf.com

B.1.2 HRMS and Payroll Applications

Project Description:

Background:
Checks and Balances, Inc. (C&B) is a national Professional Employer Organization (PEO) based out of Manassas, Virginia. C&B provides human resources and payroll services to employees working in over 40 states. C&B has multiple payroll applications such as UltiPro by Ultimate software, TempWare from VCG, Inc. and Abra from BEST Software. When new clients come on board their human resources and payroll data needs to be converted into the above applications. There was no business and technical processes to set up the new clients and convert the data from clients’ applications to C&B applications.

Solution:
Ace Info Solutions, Inc teamed up with C&B and provided the following services. The tasks required expertise and skills in multiple technologies and human resources and payroll functionality.

1. Develop process and methodology in setting up the new clients including the set up on benefits, payroll and taxes.
2. Develop processes, templates, databases and applications to migrate data from client’s applications to C&B applications.
3. Conversion/Migration of corporate employees data from Abra to UltiPro.
4. Conversion/Migration of three (3) clients data from different applications into UltiPro. The applications involved were Great Plains, Ivantage, UltiPro and TempWare.
5. Migration of choice clients data from TempWare to UltiPro.

Benefits:
The project provided the following benefits to C&B

1. Successful on boarding of new clients
2. Processes that can be used for bringing new clients on board in future.
Dollar Value of Work: $100,000

Project Start Date: February 1, 2002

Project End Date: June 30, 2002

Point of Contact: Joseph Sherrier
Checks and Balances, Inc.
10328 Battleview Parkway
Manassas, Virginia 20109
Tel: 800.624.3698
Fax: 703.368.2640
jsherrier@checksbal.com

B.1.3 Inventory Management System

Project Description:
Background:
Powerline, Inc. is a national Honeywell electrical parts distributor based out of Augusta, Georgia. There was no automated inventory management system to track the delivery and shipment of parts.

Solution:
AceInfo partnered with Powerline, Inc and provided the following tasks:

1. Developed a new inventory and customer management system for Powerline customers using Access database and Excel.
2. Converted legacy data into the new management system.
3. Created user interface screens for data manipulation with comprehensive checks.
4. Identified and prioritized tasks in testing and implementing the project.
5. Documented problems and solutions that provide a comprehensive help guide for users.

Benefits:
1. An automated system to manage inventory

Dollar Value of Work: $50,000

Project Start Date: November 1, 2001

Project End Date: January 31, 2002
Point of Contact: T. R. Reddy, P.E.
President
Powerline, Inc.
4310 Frontage Road
Augusta, GA 30919-0954
Tel: 706.868.8250
Fax: 706.860.2055
hvacpow@aol.com
B.2 Organization Structure

Ace Info Solutions, Inc.- Organizational Structure

Board of Directors
1. Jay Challa
2. Nar Kopulla
3. Pratibha Kopulla
4. Kavita Challa
5. VC Reddy

President
(Jay Challa)

Vice President -
Operations
(Mary Jane Walsh)
- Senior Manager-
  Project Management
- Senior Manager-
  Federal Projects
- Senior Manager-
  Non Federal Projects
- Senior Manager-
  Special Projects

Vice President -
Business Development
(Jay Challa)
- Senior Manager-
  Federal - Civilian Agencies
- Senior Manager-
  Federal - Defense
- Senior Manager-
  Commercial
- Marketing Support

Vice President -
Technology
(Nar Kopulla)
- Senior Manager-
  Web Technologies &
  Web Services
- Senior Manager-
  Data Warehousing
- Senior Manager-
  GIS
- Senior Manager-
  Training

Vice President -
Finance
(John Hamilton)
- Senior Manager-
  Controller
- Senior Manager-
  Payroll and HR

Technical Staff

Figure 1 - Organizational Structure. Refer to Section B.2.2 for details on the structure

B.2.1 History and Overview of the Organization

Ace Info Solutions Inc. was incorporated on 12/13/2000. The company was founded by Jayanth Challa and Pratibha Kopulla. The Principals of the company have over 12 years of experience in information technology working with major consulting companies including big five consulting companies. Prior to starting the company the principals have extensive experience in technology, project management and business development areas. Some of the basic facts of the company are:

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Cage Code: 1V1B8

The company has established alliances with Microsoft Corporation and Cognos Corporation to deliver information technology solutions to commercial and federal clients.
Key focus areas of the company are: Web Technologies, Web Services, Data Warehousing and Business Intelligence Solutions and Geographic Information Systems (GIS).

B.2.2 **Organizational Structure**

A brief description of roles and responsibilities of key positions provided on organization chart (Figure 1) are described below:

*Board of Directors:* Board of Directors meets regularly and provide overall direction for the company. They provide strategic direction and financial oversight.

*President:* President is responsible for the overall management of the company. He works closely with board of directors and vice presidents in implementing the strategic plan.

*Vice Presidents:* Each major operational area of the company has a vice president. There are four (4) vice presidents representing Operations, Business Development, Technology and Finance areas.

Vice President of Operations is responsible for developing and implementing project management processes and methodologies and running the projects. The position is responsible to make sure the projects are run on time, under budget and meet the specifications.

Vice President of Business Development is responsible for overseeing all sales, marketing, proposals preparation and business development efforts. The position interacts with technology and operations groups as needed to develop proposals, meet client technical staff and other business development efforts.

Vice President of Finance is responsible for company finances. The position makes sure sound accounting practices are implemented, project costing is performed properly and payroll and human resources activities are performed. Works closely with business development team in developing project cost estimates, developing direct and indirect rates and other finance related aspects of the proposals.

*Senior Managers:* There are multiple senior managers assisting vice presidents. The role of senior managers is to work closely with technical and departmental staff in implementing the vice presidents strategies.

The number of senior managers within each vice president is shown on the organizational chart.
B.3 Management Plan

B.3.1 Project Implementation Plan

Figure 2 - Project Management Phases

The staff at AceInfo is very familiar with software development lifecycles and project management methodologies. AceInfo implements Project Management Institute’s (PMI) methodology in delivering the information technology projects. Below is a high level overview of project management phases implemented at AceInfo. The same methodology will be used in delivering the projects obtained through GSA Schedule. Vice President of Operations of AceInfo is responsible for maintaining the below described methodology and implementation of the methodology.

1. **Project Initiation**

   During this phase the project is formally recognized and resources assigned. At the end of Project Initiation phase the following deliverables are developed:
2. **Planning**
This is the major phase of the project management process. The final output of this phase is the Project Plan. The following core processes will be involved in developing the project plan:

- **Scope Planning**: Developing a written scope statement
- **Scope Definition**: Sub dividing the major project deliverables into smaller, more manageable components
- **Activity Definition**: Identifying the specific activities that must be developed
- **Activity Sequencing**: Identifying and documenting interactive dependencies
- **Activity Duration Estimating**: Estimating the number of work periods, which will be needed to complete individual activities
- **Schedule Development**: Analyzing activity sequences, activity durations, and resource requirements to create the project schedule
- **Resource Planning**: Determining what resources (people, equipment, materials) and what quantities of each should be used to perform project activities.
- **Cost Estimating**: Developing an estimate of the costs of the resources needed to complete project activities.
- **Cost Budgeting**: Allocating the overall cost estimate to individual work items.

The project plan will also include the facilitating processes such as:

- **Quality Planning**: Identifying the quality standards that are relevant to the project and determining how to satisfy them.
- **Organizational Planning**: Identifying, documenting, and assigning project roles, responsibilities and reporting relationships.
- **Staff Acquisition**: Getting the staff needed assigned to and working on the projects.
- **Communications Planning**: Determining the information and communication needs of the stakeholders; who need what information, when will they need it, and how will it be given to them.
- **Risk Management Plan**: A plan that determines the risks, quantifies the risks and develops enhancements steps to address the risks.
- **Procurement Planning**: Determining what to procure and when.
3. **Project Execution**
   This phase includes executing the core processes and facilities described in the planning phase:
   
   - **Project Plan Execution**: Carrying out the project plan by performing the activities included therein.
   - **Scope Verification**: Formalizing acceptance of the project scope.
   - **Quality Assurance**: Evaluating overall project performance on a regular basis to provide confidence that the project will satisfy the relevant quality standards.
   - **Team Development**: Developing individual and group skills to enhance project performance.
   - **Information Distribution**: Making needed information available to project stakeholders in a timely manner.
   - **Contract Administration**: Managing the relationship with the client.

4. **Project Control**
   During this phase the project performance is measured regularly and variances from the plan identified. This phase includes the following processes:
   
   - **Performance Reporting**: Collecting and disseminating performance information. This includes status reporting, progress measurement, and forecasting.
   - **Scope Change Control**: Controlling changes to project scope.
   - **Schedule Control**: Controlling changes to the project schedule.
   - **Cost Control**: Controlling changes to the project budget.
   - **Quality Control**: Monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance.
   - **Risk Response Control**: Responding to changes in risk over the course of the project.

5. **Project Closing**
   This phase consists of verifying and documenting project results to formalize acceptance of the project by the sponsor, client, or customer. It includes collection of project records, ensuring that they reflect final specifications, analyses of project success and effectiveness, and archiving such information for future use. The following documents are developed in this process:
   
   - **Formal Acceptance**: Documentation that the client or sponsor has accepted the project (or phase).
   - **Project Archives**: A complete set of indexed project records.
   - **Lessons Learned**: The cause of variances, the reasoning behind the corrective action chosen, and other types of lessons will be documented that become part of the historical database for both this project and other projects of AceInfo.
B.3.2 Customer Service Plan

AceInfo provides customer service using a team model shown below.

![Customer Service Team Model]

The details on roles and responsibilities of each team member are described below.

Apart from the above team model, there must also be some underlying practices and principles that help to ensure the success of the team. The following is a list of best practices and principles that have helped to make the team model a success for AceInfo and its clients. These include but are not limited to:

- Shared project vision
- Team of peers
- Product mindset
- Zero-defect mindset
- Understanding the business
- Overlapping roles and shared responsibilities
- Total participation in design
- Learning from current and past projects
- Team members working together at one site

AceInfo emphasizes that its team and clients' resources work together as a team. In order to ensure this, all team members must understand not only their own roles and responsibilities, but also the roles and responsibilities of the others on the team. Below is a description of each position on the project team.

**Typical Ace Info Resources**

**Program Manager**

- The role and focus of program management is to meet the quality goal of delivering the product within project constraints. To meet this goal, program management owns and drives the schedule, the features, and the budget for the project. Program management ensures that the right product is delivered at the right time.

- As the owner of the schedule, program management collects all team schedules, validates them, and integrates them into a master schedule that is tracked and reported to the team and to stakeholders.

- Program management owns the functional specification and the master project plan (how it is going to be built) and facilitates their creation by getting input from each of the roles on the team. It is essential that each role contribute input, perspective, and sign-off on the functional specification and project plan. The features are then tracked against the functional specification and their status is reported to the team and to stakeholders.

- Program management owns the budget and facilitates the creation of the planned cost by gathering resource requirements from all of the roles on the team.

- Program management must understand and agree with all resource decisions (hardware, software, and people) and must track the budget actuals against the plan. The team and key stakeholders receive status reports.

- Program management coordinates resources, facilitates team communication, and drives critical decisions where consensus cannot be achieved.

**Development Lead**

- The role of development is to build a product that meets the specification and customer expectations. It is important that development focus not only on coding to the functional specification but also on meeting customer expectations. This is because functional specifications are written before any significant development or building take place, leaving
them inherently incomplete. Therefore, development must innovate, but only to solve the customer’s problem—not just for the sake of implementing interesting features.

- **Development serves the team as technology consultants and as product builders.** As technology consultants, development must provide input into high-level designs, evaluate technologies, and develop proof-of-concept prototypes to validate potential solutions and to mitigate development risks early in the development process.

- **Development provides low-level product and feature designs,** estimates the effort required to deliver on that design, and then builds the product.

- **Development estimates its own scheduling** because it works daily with all developmental contingency factors. Ace Info refers to this concept as bottom-up estimating. Its goal is to achieve a higher quality of schedule and to increase accountability of the estimates and of the work.

**Logistics Lead**

- **Logistics management serves as the advocate for the operations, product support, help desk, and other delivery channel in its focus on smooth deployment and ongoing management.**

- **Logistics management participates in the design process** to help ensure that the product is deployable, manageable, and supportable.

- **Logistics management also is responsible for understanding the product's infrastructure and support requirements** and ensuring that installation sites have met those requirements prior to deployment.

- **Logistics management also includes supporting the product throughout the beta testing process,** and providing training to the operations personnel.

**Testing Lead**

- **The goal of testing is to ensure that all issues are known and addressed prior to releasing the product.** An issue is anything that prevents the product from meeting its requirements.

- **To achieve their quality goal, testing is responsible for “reality induction,”** as Jim McCarthy says in Dynamics of Software Development. The testing role must be able to clearly articulate what is currently wrong with the product and what is currently right with it so that the status of product development is accurately portrayed. To do this, testing must have a very good grasp of the needs of the users and a clear understanding of what the product will do to meet those needs.

- **Testing develops test strategies, plans, schedules, and scripts.** This helps ensure the team's understanding of what, how, and when something is to be tested.

**User Education Lead**

- **User Education acts as the advocate for the end user of the product, much like product management acts as the customer advocate to the team.**

- **User Education focuses on enhancing user productivity** with the product.
- User Education participates in the design process to deliver a product that is useful, usable, and in need of as little performance support material as possible.
- User Education participates in the design process to impact the reduction of support costs of the product in the operations/delivery channel.
- User education designs, builds, and tests materials that will enable easier use. These materials can include reference cards, keyboard templates, user manuals, on-line help, wizards, and even full-featured courseware.
- User education is responsible for usability testing, tracking usability issues, and ensuring that those issues are addressed in the product design. User education must also ensure that changes in scope and design are well known and reflected in any of the relevant performance support materials.

Senior Consultant

Senior Consultants are very experienced technical resources that will do much of the actual work on this project under the guidance and direction of the specific individuals described above.

Consultant

A consultant is an experienced technical resource who will do much of the actual work on this project under the guidance and direction of the specific individuals described above as well as the Senior Consultants.

**Clients Resources**

Project Sponsor

- The Project Sponsor is the person at client who owns the ultimate business problem that the project addresses and who controls the budget used to pay for the project.
- The Sponsor is the ultimate customer that the project team is serving.

Product Manager

- **The goal of product management is customer satisfaction.** The product management role is positioned to achieve this by acting as the customer advocate to the team and as the team advocate to the customer. It is important to distinguish between the customer and the end user—the customer is the one who pays for the product while the end user is the one who uses the product.
- **Product management is the customer advocate to the team.** Product management is responsible for understanding customer requirements, creating the business case, establishing the shared project vision between team and customer, and ensuring that any solution that the team develops meets the needs of the customer by solving their particular business problem.
Product management is responsible for high-level communications and managing customer expectations. High-level communications include briefings to senior management/customers, marketing to users, demonstrations, and product launches. Managing expectations is the key role of product management once the vision is set. It is considered to be a primary role because it can determine the difference between success and failure.

**IS Support**

- This is a technical project. IS Support will be intimately involved in the logistical implementation requirements of this application. AceInfo will work with IS support to ensure a smooth handoff from AceInfo’s development efforts to internal support of the application.
Section – C

GSA Official Pricelist

Note: The attached information is for review by GSA to determine the eligibility of Ace Info Solutions, Inc. to obtain the contract against the solicitation FCIS-JB-980001B. Unauthorized use of this information is not permitted.
AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

General Description of the Commodity Offered:

Acc Info Solutions, Inc. is an information technology consulting firm providing services to Fortune 1000 Companies, emerging growth businesses, associations, and federal government agencies.

FOCUS AREAS

Web Technologies/Services:

The solutions offered in web technologies include:

- Intranet and Internet Web Sites
- Web Portal Development
- Application and Network Security
- Relational Databases and Mainframes
- Web Services: Access Data from Legacy and Mainframe Applications
- Middle Tier Components and Middleware
- Commercial of the shelf (COTS) and Government of the shelf (GOTS) packages implementation

Data Warehousing and Business Intelligence:

Provides strategic plans, functional services, technical solutions and life cycle implementations. Partners with multiple vendors and COTS packages in implementing the solutions.

Geographic Information Systems (GIS):

Provides design and development of Geographic Information Systems (GIS). Implemented ESRI Tools on multiple projects.

SERVICES

System Evaluation and Selection

AccInfo offers a range of services to assist clients in acquiring automated data processing (IT) systems. Services are available for acquisitions that will necessitate new development to address the Government's requirements as well as the selection of Government off-the-shelf (GOTS) and commercial off-the-shelf (COTS) systems.

AccInfo personnel work with Government evaluation and selection teams to plan and assess the evaluation and selection process, facilitate sessions to develop requirements, prepare necessary acquisition documentation and prepare analyses to support system evaluation. Specific examples of services offered in this area include:

- Requirements development and documentation - Working with the Government's functional, systems and user communities, AccInfo assists in identifying systems requirements and overall expectations of the system solution. This includes organizing and facilitating sessions to capture and define requirements, working to consensus in areas of disagreement, prioritizing for the system evaluation stage and assessing possible tradeoff analyses. AccInfo documents these requirements for Government team review and approval. The requirements can be documented in
information engineering formats (process/data models) using tools and techniques compatible with the Government organization or in traditional "user-friendly" commercial formats.

- **Business Cases Analysis** - Serves as agent to prepare and document the business case for the system need. Prior to requirements development, a problem statement is documented in sufficient detail to focus the evaluation and selection properly. As the requirements process proceeds, the business areas expected to benefit from the system and the nature of the benefits can be formalized. This forms the basis for business case analysis. We assist in quantifying and documenting the system need and associated material to allow the Government to make a decision on proceeding with the project. AceInfo also performs cost/benefit analysis for a smaller scale project or a full scale Economic Analysis for a major investment decision.

- **System Selection** - Assisting in defining a system selection approach, ranging from an information evaluation of existing Government legacy systems to a formal source selection process, based on the needs of the project. We perform independent market surveys to evaluate the existence of solutions and aid in structuring a selection approach, prepare a systems selection plan, and document source selection. Within the selection process itself, we perform an independent evaluation of alternatives, document and assess tradeoff analyses of the Government's evaluation and assist in conducting technical evaluation of the system, including demonstrations and evaluative testing.

**Systems Analysis and Design**

AceInfo delivers a set of services to support analyses and design of IT solutions. This is achieved by employing the most current and appropriate tools and methodologies to determine requirements, perform information strategic planning, assess processing needs and selecting and designing appropriate solutions. AceInfo focuses on understanding the organization's current capabilities, requirements, and future goals, then applies the appropriate technologies and methodologies to design the optimal systems solution. Below are some of the specific services:

- **Requirements Analysis** - Providing a variety of requirements analysis services, including requirements definition, requirements reviews, requirements traceability, and allocation of requirements to software, hardware, telecommunications, security, operations and maintenance, and other program elements.

- **System Design and Engineering** - Mapping the strategic planning and analysis results to reliable implementations of the automated business model. We provide services in performance and capacity modeling, planning for long-range technology evolution, human factors engineering, design of interfaces with external systems, and both the design and integration of the hardware, software, and network components comprising the customer's systems solution. Using the most appropriate COTS hardware, software, and network components, AceInfo develops the most suitable system architectures, designs, and implementations to satisfy a given customers infrastructure needs. We also ensure the systems solution is engineered to fully support the design and execution of the customer's software solution. Our systems design and engineering methodology provides for a complete documentation trail from system architecture and design descriptions, requirements specifications, and enterprise model descriptions to the lower-level design descriptions and software specifications.

- **Information Engineering** - Providing information engineering (IE) services to include information strategy planning and business area analysis. We support joint requirements planning (JRP), joint applications design (JAD), and other rapid application development (RAD) techniques as part of our analysis and design approach. Our IE capabilities are enhanced by our extensive use of analysis and design CASE tools which are effectively interfaced with our development, test, configuration management, and documentation tools. AceInfo provides expertise in enterprise modeling, business process modeling and data modeling using structured and object-oriented modeling techniques and methodologies. During business process modeling, AceInfo identifies high-level activities of the organization, and functionally decomposes them to capture the lower-level business processes. During data modeling, AceInfo captures the logical view of the organization's data, applies data warehousing techniques to provide enterprise-level reporting, and
uses entity-relationship diagrams to provide the data relationship logic on which applications are built. AceInfo strives to reuse existing data models and integrate standard data elements.

- **Technical Reengineering** - Performing assessments of the hardware, application and data architectures, and information and technology needs for candidate reengineering applications. We provide reengineering economic analyses, business case analyses, technical alternative analyses, and recommendations for each reengineering candidate. As part of each reengineering effort, we provide the capability to reverse engineer from source code or design back to requirements, then use our information engineering and other analysis and design processes to re-construct the design for an application based on the modified set of requirements.

**Programming Services**

AceInfo provides a wide variety of services to assist organizations in all aspects of software development from rapid prototyping, to the development of customized applications, to supporting application migration from legacy to open platforms. In support of our software development efforts, AceInfo employs an extensive set of software development tools, standards, and methodologies. Based on a set of well-defined requirements, AceInfo employs a wide variety of development approaches and methods, each supported by Computer Aided Software Engineering (CASE) tools. These methods include the waterfall, spiral, rapid application development (RAD), and object-oriented design/object-oriented programming (OOD/OOP) approaches. Examples of our specific services include developing and supporting client/server applications, COTS integration and tailoring, systems programming, Internet and Intranet applications, and graphical user interface (GUI) development. Examples of our specific products and services are as follows:

- **Rapid Prototyping** - Employing highly streamlined rapid prototyping techniques to develop, install, and test prototype applications to determine optimal solutions to meet customer requirements. We utilize our expertise in rapid prototyping CASE tools such as GUI-builders to facilitate this effort. AceInfo refines each prototype based on iterative customer feedback, and leverages prototypes, when appropriate, in the development of custom applications.

- **Custom Applications** - Providing system integration services tailored to the needs of the particular client. These services are comprised of the development or refinement of the application, software unit and integration testing, and the documentation and maintenance of the solution on the target platform. AceInfo develops custom applications in a variety of programming languages and utilizes industry leading CASE development environments. As part of our development process, we employ stand-alone, client/server, and multi-tiered software architectures under both proprietary and open environments. Using such tools as Microsoft Access, Visual Basic, and Visual C++, AceInfo delivers GUI-based applications for use with corporate databases. Additionally, AceInfo provides complete database and data warehousing development and integration capabilities. Our resources support programming efforts on multiple desktop and server platforms including OS/2, Windows 95, Windows NT, Netware, and UNIX systems. We integrate a software reuse plan throughout the development process, and access Government, commercial, and in-house reuse libraries, as appropriate, to most effectively leverage reusable code.

- **Migration** - Assisting organizations as they migrate existing applications to new platforms. From screen scraper technology to the transition of applications from legacy to client/server platforms, AceInfo provides effective migration solutions for an organization's changing requirements.

**IT Data Conversion Services**

AceInfo delivers a set of technical data management and development services that entail full life-cycle support for the development and implementation of data requirements for both small and large scale automated data processing systems. AceInfo enterprise data services can leverage existing data structures and planned enterprise data requirements to provide data modeling, data standardization, data management, data warehousing, and database development. Each of these services is provided as a part
of combined "data solution" package that is tailored to the needs of the enterprise or as stand-alone initiatives.

AceInfo applies "best of class" criteria to tool and methodology selection to support each area of enterprise data service. Based on our broad knowledge of both commercial and Government data services and of "best of class" tools and methodologies, AceInfo is able to provide vendor independent solutions.

AceInfo recognizes data and data management as a cornerstone of the enterprise IT suite. The capability to support the enterprise rests on the use and accessibility of data and data management techniques. Examples of our specific services that support data and data management include the following:

- **Data Modeling** - Developing and applying the user's logical view of data to reflect the information structure of an enterprise. AceInfo provides data modeling, data modeling strategy, planning, and integration. These tasks are accomplished using "best of class" tools and methodologies that are used to identify and determine essential data model relationships as well as required data entities, attributes, and domains.

- **Data Standardization** - Designing, documenting, reviewing, and approving unique names, definitions, characteristics, and representations of data elements according to established procedures and conventions. Our services assist the customer in application of standardization procedures that provide a framework for increased data integration and re-use. Standardization requires that major activities such as filtering data, analyzing data, and obtaining enterprise-wide review and approval of proposed standards be accomplished.

- **Data Management** - Providing control, review, and integration of data, data models, architecture, languages, interfaces, and systems environments. AceInfo data management services assist the enterprise in developing an environment that optimizes data accessibility, integrity, and security.

- **Data Warehousing** - Centralizing storage and retrieval systems for historical business information. AceInfo data warehousing service provides the enterprise with a database solution that stores business information in a way that authorized personnel can query pertinent questions concerning the information stored. Services for development of the data warehouse include legacy system analysis; data reformatting processes; storage of data; and application of information access and retrieval tools.

- **Database Design and Implementation** - Designing and implementing databases in an integrated process with the development of an automated data processing system that optimizes storage, availability, and integrity of enterprise data. AceInfo database design and implementation services provide model based design and development of databases using "best of class" database development languages and environments.

**Systems Integration**

AceInfo provides system integration services specifically in the following area:

- **COTS/GOTS Integration and Tailoring** - Providing the resources to integrate COTS and GOTS products within a customer's existing information system solution. Our services include the evaluation, selection, initial configuration setup, and testing of the appropriate COTS software to satisfy customer needs. We develop all necessary APIs, data bridges, filters, and other "glue ware" to provide seamless integration between COTS, GOTS, and new development comprising the customer's system solution.

- **Internet/Intranet Applications** - Developing HTML-based server applications with the capability to integrate with corporate and public databases. AceInfo utilizes JAVA in the creation of platform independent applications accessible from a World Wide Web (WWW) server. We also provide expertise in the application of Web technology in the development of client/server decision support systems and other applications to support an internal corporate environment.
Applicable Special Item Numbers, FSC Classes and FPDS Codes:

Special Item No. 132-50 Training Courses For Information Technology Equipment and Software
(FPDS Code U012)
Special Item No. 132-51 Information Technology Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND
SOFTWARE (FPDS Code U012)
SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>FPDS Code</th>
<th>Service Description</th>
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<tbody>
<tr>
<td>D302</td>
<td>IT Systems Development Services</td>
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<tr>
<td>D306</td>
<td>IT Systems Analysis Services</td>
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<tr>
<td>D307</td>
<td>Automated Information Systems Design and Integration Services</td>
</tr>
<tr>
<td>D308</td>
<td>Programming Services</td>
</tr>
<tr>
<td>D310</td>
<td>IT Backup and Security Services</td>
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<tr>
<td>D311</td>
<td>IT Data Conversion Services</td>
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<tr>
<td>D316</td>
<td>IT Network Management Services</td>
</tr>
<tr>
<td>D317</td>
<td>Automated News Services, Data Services, or Other Information Services</td>
</tr>
<tr>
<td>D399</td>
<td>Other Information Technology Services, Not Elsewhere Classified</td>
</tr>
</tbody>
</table>

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

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

Contractor's Name: Ace Info Solutions, Inc.
Complete Address, including Zip Code: 2388 Dakota Lakes Drive, Oak Hill, Virginia 20171
Telephone Number, including Area Code: 703.464.1282

Internet Address/Web Site: http://www.aceinfosolutions.com

Contract Number: OA85F-0305N

Period Covered by Contract: 2/11/03 through 2/10/03

General Services Administration
Federal Supply Service

Pricelist current through Modification #_______, dated ________.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.gov/
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Response To Solicitation
Federal Supply Schedule For General Purpose Commercial Information Technology Equipment,
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FSC Group 70

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INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation
SBA strongly supports the participation of small business concerns in the Federal Supply Schedules
Program. To enhance Small Business Participation SBA policy allows agencies to include in their
procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply
Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the
catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using
the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA
Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad
array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established
small business goals. It should also be used as a tool to assist in including small, small disadvantaged,
and women-owned small businesses among those considered when selecting pricelists for a best value
determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business
concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:
AceInfo will provide services in all the 48 contiguous states and the District of Columbia.

2. Contractor’s Ordering Address and Payment Information:
2388 Dakota Lakes Drive
Oak Hill, Virginia 20171

USE OR DISCLOSURE OF DATA CONTAINED ON THIS PAGE IS SUBJECT TO THE RESTRICTION
ON THE TITLE PAGE OF THIS PROPOSAL—Revised January 30, 2002
Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

**Office Telephone Number:** 703.464.1282, **Office Fax Number:** 703.669.9711

When Authorized Dealers are allowed by the Contractor to bill Government agencies and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279:**

   - **Block 9:** G. Order/Modification Under Federal Schedule
   - **Block 16:** Data Universal Numbering System (DUNS) Number: **070993162**
   - **Block 30:** Type of Contractor — **A**
     
     - A. Small Disadvantaged Business
     - B. Other Small Business
     - C. Large Business
     - G. Other Nonprofit Organization
     - L. Foreign Contractor

   - **Block 31:** Woman-Owned Small Business — **No**
   - **Block 36:** Contractor's Taxpayer Identification Number (TIN): **54-2014785**

4a. **CAGE Code:** __1V1B8__

4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **DELIVERY SCHEDULE**

   a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

      | SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
      |---------------------|---------------------------|
      | 132-51              | See Notes Below           |
      |                     | See Notes Below           |
      |                     | See Notes Below           |
      |                     | See Notes Below           |

   b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any **delivery time**
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.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
   a. Prompt Payment: ___% - ___ days from receipt of invoice or date of acceptance, whichever is later.
   b. Quantity: None
   c. Dollar Volume: None
   d. Government Educational Institutions: None
   e. Other: None

8. Trade Agreements Act of 1979, as amended:
   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is $100__

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)
   a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
      Special Item Number 132-3 - Leasing of Product
      Special Item Number 132-4 - Daily / Short Term Rental
      Special Item Number 132-8 - Purchase of Equipment
      Special Item Number 132-32 - Term Software Licenses
      Special Item Number 132-33 - Perpetual Software Licenses
      Special Item Number 132-51 - Information Technology (IT) Professional Services
      Special Item Number 132-52 - Electronic Commerce (EC) Services
      Special Item Number 132-53 - Wireless Services
   b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:
      Special Item Number 132-50 - Training Courses
12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synthesize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider:

1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
2. Trade-in considerations;
3. Probable life of the item selected as compared with that of a comparable item;
4. Warranty considerations;
5. Maintenance availability;
6. Past performance; and
7. Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—Review additional Schedule Contractors'

1. catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

1. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
2. Offer the lowest price available under the contract; or
(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or $100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (i) Termination for the Government’s convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer’s Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**Determined on a case-by-case basis**

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. **BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. **CONTRACTOR TEAM ARRANGEMENTS**

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

22. **INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies. The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper
Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. **SECTION 508 COMPLIANCE**.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

http://www.aceinfosolutions.com

The EIT standard can be found at: www.Section508.gov.

24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES
   a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
   d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
   FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).
   GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
   (a) When ordering services, ordering offices shall—
      (1) Prepare a Request (Request for Quote or other communication tool):
         (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
         (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable
degree of confidence. When such a determination is made, a labor hour or time-and-mat-
terials proposal may be requested. The firm-fixed price shall be based on the rates in the
schedule contract and shall consider the mix of labor categories and level of effort required
to perform the services described in the statement of work. The firm-fixed price of the order
should also include any travel costs or other incidental costs related to performance of the
services ordered, unless the order provides for reimbursement of travel costs at the rates
provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be
established for labor-hour and time-and-mat-
terials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a
project plan for performing the task, and information on the contractor’s experience and/or
past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the
contractor to receive the order. The notice shall include the basis for determining whether
the contractors are technically qualified and provide an explanation regarding the intended
use of any experience and/or past performance information in determining technical
qualification of responses. If consideration will be limited to schedule contractors who are
small business concerns as permitted by paragraph (2)(i) below, the request shall notify the
contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office
should identify the contractors that appear to offer the best value (considering the scope of
services offered, pricing and other factors such as contractors’ locations, as appropriate).
When buying IT professional services under SIN 132—51 ONLY, the ordering office, at
its discretion, may limit consideration to those schedule contractors that are small business
concerns. This limitation is not applicable when buying supplies and/or services under
other SINS as well as SIN 132—51. The limitation may only be used when at least three (3)
small businesses that appear to offer services that will meet the agency’s needs are
available, if the order is estimated to exceed the micro-purchase threshold.

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

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

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

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

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

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering
office can define the tasks to be ordered under the BPA and establish a firm-fixed price or
ceiling price for individual tasks or services to be ordered. When this occurs, authorized
users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

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

(d) When the ordering office’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

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

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under “Information for Ordering Offices,” paragraph #12.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data—General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

USE OR DISCLOSURE OF DATA CONTAINED ON THIS PAGE IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL—Revised January 30, 2002

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For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE:

Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor’s Degree in Computer Science
Labor Categories and Hourly Rate

The hourly rate provided below is for clients site (government site). The rates are based on the commercial invoice rates for similar job titles. In the next section a detailed justification is provided along with the copies of the invoices.

<table>
<thead>
<tr>
<th>Commercial Job Title</th>
<th>General Experience</th>
<th>Functional Responsibility</th>
<th>Minimum Education</th>
<th>Hourly Rate (Clients Site)</th>
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<tbody>
<tr>
<td>Technical/Systems Architect</td>
<td>Over ten (10) years of experience with the design, execution, and oversight of information technology (IT) projects. The experience should include: 1. Detailed design and implementation of IT Solutions 2. Detailed functional and gap analysis 3. Detailed migration planning 4. Software and system development and acceptance testing</td>
<td>Lead the design of IT solutions, which incorporate technical infrastructure, hardware and software. Identifies interfaces between application including legacy systems. Supports program/project management, business case analysis and alternative solutions.</td>
<td>Bachelors Degree in Computer Science, Engineering or related field.</td>
<td>$102.87</td>
</tr>
<tr>
<td>Program Manager</td>
<td>Has over 12 years of IT knowledge and expertise. Serves as program manager for a large, complex project (or a group of projects affecting the same common/standard/migration system) and work with the Customer representatives, management personnel and agency representatives. Responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.</td>
<td>Acts as overall program manager and central point of contact for program wide IT solution activities. Responsible for planning and executing a project. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$102.87</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Has over ten (10) years of IT knowledge and expertise. Serves as project manager for task order (or a group of task orders affecting the same common/standard/migration)</td>
<td>Acts as manager and central point of contact for a specific project or task within the program. Responsible for planning and executing a project. Prepares and</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$88.17</td>
</tr>
<tr>
<td>Commercial Job Title</td>
<td>General Experience</td>
<td>Functional Responsibility</td>
<td>Minimum Education</td>
<td>Hourly Rate (Clients Site)</td>
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<td>system) and shall assist the Program Manager in working with the Customer representatives, management personnel and agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and ensuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.</td>
<td>maintains the project schedule and budget. Prepares and delivers status reports to the customer. Primary point of contact for the customer. Oversees all work and takes corrective action as necessary to ensure project success. Manages staffing, budget, prioritization, and other personnel matters. May serve as technical lead for the project.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$88.17</td>
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<tr>
<td><strong>Senior Engineer /Analyst</strong></td>
<td>Nine (9) years of progressive experience in systems life cycle management, structured system development methodologies, structured analysis in Information Technology (IT) or relevant technical discipline. The experience should include at least five projects in the required technical areas. At least one project must have occurred within the past (3) years.</td>
<td>Provides design, programming, documentation and implementation of applications, which requires knowledge of information technology systems for effective development and deployment of software modules. Provides technical and administrative direction for tasks, including review of work products for correctness, compliance with industry accepted standards, and user standards specified in specific Task Orders. Applies process improvement and reengineering methodologies and principles to conduct process modernization projects.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$88.17</td>
</tr>
<tr>
<td><strong>Engineer/Analyst</strong></td>
<td>Five (5) years of progressive experience in computer programming, information systems or a relevant technical or scientific discipline. The experience should include at least two projects in technical areas. At least one project must have occurred within the past two (2) years. Possess good organizational skills and interpersonal skills to effectively relate to agency and customer.</td>
<td>Works under general supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems. Designs and codes software components, units, and modules that meet product specifications. Tests and debugs assigned components.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$73.48</td>
</tr>
<tr>
<td>Commercial Job Title</td>
<td>General Experience</td>
<td>Functional Responsibility</td>
<td>Minimum Education</td>
<td>Hourly Rate (Clients Site)</td>
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<tr>
<td>Junior Engineer/Analyst</td>
<td>Recent graduate with two (2) years of experience in computer programming and/or information systems development or relevant technical discipline. Possess strong organizational and interpersonal skills.</td>
<td>Works under close supervision, developing the requirements of a product from inception to conclusion. Develops required specifications for simple to moderately complex problems. Designs and codes software components, units, and modules that meet product specifications. Tests and debugs assigned components and units.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$58.78</td>
</tr>
<tr>
<td>Senior Database Specialist</td>
<td>Ten (10) years general experience of which eight (8) years must be specialized. General experience includes increasing responsibilities in the development and maintenance of database systems. Specialized experience includes experience database design and system analysis, and data manipulation languages.</td>
<td>Manages the development of database projects. Plans and budget staff and data base resources. Prepares and delivers presentations on database management concepts. Provides supervision and direction to support staff.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$93.07</td>
</tr>
<tr>
<td>Database Specialist</td>
<td>Six (6) years of general experience of which four (4) years must be specialized. General experience includes increasing responsibilities in DBMS systems analysis and programming. Specialized experience includes experience using current DBMS' technologies, application design utilizing various DBMS and experience with DBMS internals.</td>
<td>Provides highly technical expertise in the use of DBMS. Evaluates and recommends available DBMS products to support validated user requirements.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$78.38</td>
</tr>
<tr>
<td>Senior Functional Analyst</td>
<td>Eight (8) years of general experience of which six (6) years should must be specialized in information technology projects functional analysis.</td>
<td>Possess superior functional knowledge of task order specific requirements and have experience in developing business and functional requirements for complex IT projects. Analyze user needs to determine functional and cross functional requirements.</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$83.27</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>Twelve (12) years of general experience supporting information technology projects related to individual's subject.</td>
<td>Subject Matter Experts (SME) serve as technical experts in areas relevant to a particular project. SMEs produce and/or</td>
<td>Bachelor's degree in Engineering, Business, Science or related disciplines.</td>
<td>$112.67</td>
</tr>
<tr>
<td>Commercial Job Title</td>
<td>General Experience</td>
<td>Functional Responsibility</td>
<td>Minimum Education</td>
<td>Hourly Rate (Clients Site)</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------</td>
<td>--------------------------</td>
<td>-------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td></td>
<td>matter expertise. These senior personnel are renowned experts in either functional domains or technical disciplines with many years of experience. They have advanced degrees and extensive experience as technical leaders.</td>
<td>review substantive and/or complex technical documentation reflecting detailed knowledge of technical areas as identified in the statement of work. Documentation subjects include systems design, system architecture, feasibility studies, and system specifications.</td>
<td>disciplines.</td>
<td></td>
</tr>
</tbody>
</table>

*Response to Solicitation No: FCIS-JB-980001B*

*Price List*
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Ace Info Solutions, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact: Jay Challa, Tel: 703.464.1282, Fax: 703.689.9711, jav@aceinfosolutions.com
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency ___________________ Date ____________

Contractor ___________________ Date ____________

USE OR DISCLOSURE OF DATA CONTAINED ON THIS PAGE IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL-Revised January 30, 2002
(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) __________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________.

4. This BPA does not obligate any funds.

5. This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

6. The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   (a) Name of Contractor;
   (b) Contract Number;
   (c) BPA Number;
   (d) Model Number or National Stock Number (NSN);
   (e) Purchase Order Number;
   (f) Date of Purchase;
BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or-
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer’s requirement.
- Customers make a best value selection.
Section – D

Price Justification

Note: The attached information is for review by GSA to determine the eligibility of Ace Info Solutions, Inc. to obtain the contract against the solicitation FCIS-JB-980001B. Unauthorized use of this information is not permitted.
PRICE JUSTIFICATION
Response To Solicitation
Federal Supply Schedule For General Purpose Commercial Information Technology Equipment,
Software, And Services
FSC Group 70

The proposed Hourly Rates for various labor categories presented in Pricing section are repeated below. The proposed rates are obtained by adding one percent industrial funding fee (IFF) to the commercial invoice rate.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Proposed GSA Hourly Rate (Clients Site), These rates include IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical / System Architect</td>
<td>106.05</td>
</tr>
<tr>
<td>Program Manager</td>
<td>106.05</td>
</tr>
<tr>
<td>Project Manager</td>
<td>90.9</td>
</tr>
<tr>
<td>Senior Engineer/Analyst</td>
<td>90.9</td>
</tr>
<tr>
<td>Engineer/Analyst</td>
<td>75.75</td>
</tr>
<tr>
<td>Junior Engineer/Analyst</td>
<td>60.6</td>
</tr>
<tr>
<td>Senior Database Specialist</td>
<td>95.95</td>
</tr>
<tr>
<td>Database Specialist</td>
<td>80.8</td>
</tr>
<tr>
<td>Senior Functional Analyst</td>
<td>85.85</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>116.15</td>
</tr>
</tbody>
</table>

Table 1: List of Labor Categories and Proposed Rates

The above hourly rates are based on the commercial invoices. We have attached the following commercial invoices in support of the above rates. At least three (3) invoices are provided for each labor category.

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Project Code</th>
<th>Labor Types</th>
<th>101 EEI-REQ</th>
<th>106 CB-HRMS</th>
<th>113 CB-HRMS</th>
<th>130 SC-DW</th>
<th>143 EEI-DW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Technical / System Architect</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program Manager</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Manager</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Senior Engineer/Analyst</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Engineer/Analyst</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Junior Engineer/Analyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Senior Database Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Database Specialist</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Senior Functional Analyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subject Matter Expert</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 2 – Labor Types and the supporting invoice numbers. The invoices are attached herewith
# Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive, Oak Hill, VA 20171
Tel: 703-464-1282
Fax: 703-689-9711

**Invoice**
#A2002-101

**Date:** 12/17/2001
**Invoice period:** 12/9/01 - 12/15/01

<table>
<thead>
<tr>
<th>S.No</th>
<th>Project</th>
<th>Description</th>
<th>Rate</th>
<th>Qty (Hrs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EEI-REQ</td>
<td>Program Manager</td>
<td>105</td>
<td>7</td>
<td>$735</td>
</tr>
<tr>
<td>2</td>
<td>EEI-REQ</td>
<td>Technical/System Architect</td>
<td>105</td>
<td>24</td>
<td>$2,520</td>
</tr>
<tr>
<td>3</td>
<td>EEI-REQ</td>
<td>Senior Functional Analyst</td>
<td>85</td>
<td>9</td>
<td>$765</td>
</tr>
<tr>
<td>4</td>
<td>EEI-REQ</td>
<td>Subject Matter Expert</td>
<td>115</td>
<td>9</td>
<td>$1,035</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$5,055</strong></td>
</tr>
</tbody>
</table>

**Total Amount Due:** $5,055

Please Remit Payment to:

Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive,
Oak Hill, VA 20171

AceInfo Internal use only

<table>
<thead>
<tr>
<th>Amt Paid</th>
<th>Date Paid</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,055</td>
<td>12/24/01</td>
<td></td>
</tr>
</tbody>
</table>
Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive, Oak Hill, VA 20171
Tel: 703-464-1282
Fax: 703-689-9711

Checks & balances Inc.
10328 Bittleview Parkway
Manassas, VA 20109

Date: 1/23/2002
Invoice Period: 1/14/2002 thru 1/20/2002

<table>
<thead>
<tr>
<th>S.No</th>
<th>Project</th>
<th>Description</th>
<th>Rate</th>
<th>Qty (Hrs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CB-HRMS</td>
<td>Program Manager</td>
<td>105</td>
<td>32</td>
<td>$3,360</td>
</tr>
<tr>
<td>2</td>
<td>CB-HRMS</td>
<td>Technical/System Architect</td>
<td>105</td>
<td>32</td>
<td>$3,360</td>
</tr>
<tr>
<td>3</td>
<td>CB-HRMS</td>
<td>Senior Engineer/Analyst</td>
<td>90</td>
<td>39</td>
<td>$3,510</td>
</tr>
<tr>
<td>4</td>
<td>CB-HRMS</td>
<td>Engineer/Analyst</td>
<td>75</td>
<td>40</td>
<td>$3,000</td>
</tr>
<tr>
<td>5</td>
<td>CB-HRMS</td>
<td>Senior Database Specialist</td>
<td>95</td>
<td>24</td>
<td>$2,280</td>
</tr>
<tr>
<td>6</td>
<td>CB-HRMS</td>
<td>Database Specialist</td>
<td>80</td>
<td>25</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$17,510</td>
</tr>
</tbody>
</table>

Total Amount Due: $17,510

Please Remit Payment to:

Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive,
Oak Hill, VA 20171

AceInfo Internal use only

<table>
<thead>
<tr>
<th>Amt Paid</th>
<th>Date Paid</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$17,510</td>
<td>2/8/2002</td>
<td>Mr. Doe</td>
</tr>
</tbody>
</table>
Ace Info Solutions, Inc.
2388 Dakota Lakes Drive, Oak Hill, VA 20171
Tel: 703-464-1282
Fax: 703-689-9711

Employment Enterprises Inc.
10328 Battleview Parkway
Manassas, VA 20109

Date: 3/13/2002

<table>
<thead>
<tr>
<th>S.No</th>
<th>Project</th>
<th>Description</th>
<th>Rate</th>
<th>Qty (Hrs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CB-HRMS</td>
<td>Proj. Manager</td>
<td>90</td>
<td>40</td>
<td>$3,600</td>
</tr>
<tr>
<td>2</td>
<td>CB-HRMS</td>
<td>Subject Matter Expert</td>
<td>115</td>
<td>32</td>
<td>$3,680</td>
</tr>
<tr>
<td>3</td>
<td>CB-HRMS</td>
<td>Senior Engineer/Analyst</td>
<td>90</td>
<td>40</td>
<td>$3,600</td>
</tr>
<tr>
<td>4</td>
<td>CB-HRMS</td>
<td>Junior Engineer/Analyst</td>
<td>60</td>
<td>40</td>
<td>$2,400</td>
</tr>
<tr>
<td>5</td>
<td>CB-HRMS</td>
<td>Senior Database Specialist</td>
<td>95</td>
<td>40</td>
<td>$3,800</td>
</tr>
<tr>
<td>6</td>
<td>CB-HRMS</td>
<td>Database Specialist</td>
<td>80</td>
<td>40</td>
<td>$3,200</td>
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<tr>
<td>7</td>
<td>CB-HRMS</td>
<td>Senior Functional Analyst</td>
<td>85</td>
<td>47</td>
<td>$3,995</td>
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<td><strong>Total</strong></td>
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<td></td>
<td></td>
<td><strong>$24,275</strong></td>
</tr>
</tbody>
</table>

Total Amount Due: $24,275

Please Remit Payment to:

Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive,
Oak Hill, VA 20171

<table>
<thead>
<tr>
<th>Amt Paid</th>
<th>Date Paid</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24,275.00</td>
<td>3/13/2002</td>
<td>N/A</td>
</tr>
</tbody>
</table>
# Ace Info Solutions, Inc.
## Invoice
**#B2002-101**

### Spotsylvania County
P.O.Box:865
8800 Courthouse Road
Spotsylvania, VA 22553

### Date: 8/1/2002

### Invoice period: 7/22/02 - 7/30/02

<table>
<thead>
<tr>
<th>S.No</th>
<th>Project</th>
<th>Description</th>
<th>Rate</th>
<th>Qty (Hrs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SC-DW</td>
<td>Proj Manager</td>
<td>90</td>
<td>6</td>
<td>$540.00</td>
</tr>
<tr>
<td>2</td>
<td>SC-DW</td>
<td>Sr. Engineer/Analyst</td>
<td>90</td>
<td>6</td>
<td>$540.00</td>
</tr>
<tr>
<td>3</td>
<td>SC-DW</td>
<td>Engineer/Analyst</td>
<td>75</td>
<td>8.5</td>
<td>$637.50</td>
</tr>
<tr>
<td>4</td>
<td>SC-DW</td>
<td>Jr. Engineer/Analyst</td>
<td>60</td>
<td>13</td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,497.50</strong></td>
</tr>
</tbody>
</table>

**Total Amount Due:** $2,497.50

Please Remit Payment to:

Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive,
Oak Hill, VA 20171

---

## AceInfo Internal use only

<table>
<thead>
<tr>
<th>Amt Paid</th>
<th>Date Paid</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,497.50</td>
<td>8/26/02</td>
<td></td>
</tr>
</tbody>
</table>

"\(\text{\textcopyright\textregistered}\) Aceinfo Inc.
Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive, Oak Hill, VA 20171
Tel: 703-464-1282
Fax: 703-689-9711

Employment Enterprises Inc.
10328 Battleview Parkway
Manassas, VA 20109

Date: 10/30/2002
Invoice period: 10/17/02 - 10/23/02

<table>
<thead>
<tr>
<th>S.No</th>
<th>Project</th>
<th>Description</th>
<th>Rate</th>
<th>Qty (Hrs)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EEI-DW</td>
<td>Technical/System Architect</td>
<td>105</td>
<td>24</td>
<td>$2,520</td>
</tr>
<tr>
<td>2</td>
<td>EEI-DW</td>
<td>Program Manager</td>
<td>105</td>
<td>24</td>
<td>$2,520</td>
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<tr>
<td>3</td>
<td>EEI-DW</td>
<td>Project Manager</td>
<td>90</td>
<td>32</td>
<td>$2,880</td>
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<td>4</td>
<td>EEI-DW</td>
<td>Engineer/Analyst</td>
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<td>32</td>
<td>$2,400</td>
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<td>5</td>
<td>EEI-DW</td>
<td>Junior Engineer/Analyst</td>
<td>60</td>
<td>24</td>
<td>$1,440</td>
</tr>
<tr>
<td>6</td>
<td>EEI-DW</td>
<td>Senior Database Specialist</td>
<td>95</td>
<td>23</td>
<td>$2,185</td>
</tr>
<tr>
<td>7</td>
<td>EEI-DW</td>
<td>Database Specialist</td>
<td>80</td>
<td>23</td>
<td>$1,840</td>
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<tr>
<td>8</td>
<td>EEI-DW</td>
<td>Senior Functional Analyst</td>
<td>85</td>
<td>25</td>
<td>$2,125</td>
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<tr>
<td>9</td>
<td>EEI-DW</td>
<td>Subject Matter Expert</td>
<td>115</td>
<td>25</td>
<td>$2,875</td>
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<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>$20,785</td>
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</tbody>
</table>

Total Amount Due: $20,785

Please Remit Payment to:
Ace Info Solutions, Inc.,
2388 Dakota Lakes Drive,
Oak Hill, VA 20171

AceInfo Internal use only

Amt Paid: $20,785
Date Paid: 11/13/02
Comments: [Signature]
Section – E

Past Performance Report
by
Open Ratings, Inc.

Note: The attached information is for review by GSA to determine the eligibility of Ace Info Solutions, Inc. to obtain the contract against the solicitation FCIS-JB-980001B. Unauthorized use of this information is not permitted.
The Supplier Performance Review is a report on a single company. This report is divided into four sections:

1. Company Overview
Contains basic location, contact, and operating data available on the company being evaluated. This information comes from Dun & Bradstreet and reflects the current contents of the Dun and Bradstreet record for this company and D-U-N-S number.

2. Supplier Performance Ratings
Provides the supplier's Summary Performance Rating, which is an assessment of likely overall performance, and a SIC-level benchmark, which indicates where the supplier's Summary Performance Rating falls in comparison to other rated companies in it's SIC group. This section also provides Detailed Performance Ratings for key aspects of supplier performance.

3. Buyers Surveyed
Indicates the industries of the companies that have recently provided ratings on this supplier. Individual raters are not identified in order to preserve confidentiality.

4. Distribution of Feedback
Provides a breakdown of the survey responses received from raters of this supplier. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 6), or "negative" (0 to 4).

### 1. COMPANY OVERVIEW (From Dun & Bradstreet record)

<table>
<thead>
<tr>
<th>Primary Name:</th>
<th>ACE INFO SOLUTIONS, INC.</th>
<th>Year Started:</th>
<th>2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate Names:</td>
<td>(none)</td>
<td>Year of Current Control:</td>
<td>2000</td>
</tr>
<tr>
<td>Address:</td>
<td>2388 Dakota Lakes Drive, Herndon, Virginia 20171-0000</td>
<td>Annual Sales:</td>
<td>$790,000</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>703 464-1282</td>
<td>Total Employees:</td>
<td>10 total</td>
</tr>
<tr>
<td>D-U-N-S® Number:</td>
<td>07-099-3162</td>
<td>SIC/Line of Business:</td>
<td>7379/Computer related services</td>
</tr>
</tbody>
</table>

Past Performance Evaluation is a trademark of Dun & Bradstreet.
Date: 11/07/02

D-U-N-S Number for this company: 07-099-3162

2. SUPPLIER PERFORMANCE RATINGS

Open Ratings calculates supplier performance scores using a sophisticated algorithm that takes into account the amount of information available on a supplier, the recency of the information, and the accuracy of the raters. Ratings range from 0 to 100, however, this is not a percentile score.

Summary Performance Rating: 88
Indicative of likely overall performance

SIC Level Quintile

SIC: 7370/Computer Related Services, NEC

<table>
<thead>
<tr>
<th>Detailed Performance Ratings</th>
<th>0</th>
<th>25</th>
<th>50</th>
<th>75</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>RELIABILITY:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How reliably do you think this company follows through on its commitments?</td>
<td>89</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COST:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>How closely did your final total costs correspond to your expectations at the beginning of the transaction?</td>
<td>87</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER ACCURACY:</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>How well do you think the product/service delivered matched your order specifications and quantity?</td>
<td>89</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELIVERY/TIMELINESS:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>How satisfied do you feel about the timeliness of the product/service delivery?</td>
<td>88</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>QUALITY:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>How satisfied do you feel about the quality of the product/service provided by this company?</td>
<td>88</td>
<td></td>
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<tr>
<td>BUSINESS RELATIONS:</td>
<td></td>
<td></td>
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<tr>
<td>How easy do you think this company is to do business with?</td>
<td>89</td>
<td></td>
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<tr>
<td>PERSONNEL:</td>
<td></td>
<td></td>
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<tr>
<td>How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?</td>
<td>89</td>
<td></td>
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</tr>
<tr>
<td>CUSTOMER SUPPORT:</td>
<td></td>
<td></td>
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<tr>
<td>How satisfied do you feel about the customer support you received from this company?</td>
<td>88</td>
<td></td>
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<tr>
<td>RESPONSIVENESS:</td>
<td></td>
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<tr>
<td>How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?</td>
<td>88</td>
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</tbody>
</table>
3. BUYERS SURVEYED
The most recent feedback obtained on this supplier came from companies in the following industries.

SIC/Line of Business:
- 7363/Help supply services
- 8221/College/university

Number of surveys completed during the past 30 days is 3.

4. DISTRIBUTION OF FEEDBACK
This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from these raters. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). The percentages of responses falling into each category are shown below.

<table>
<thead>
<tr>
<th>OVERALL PERFORMANCE</th>
<th>0%</th>
<th>25%</th>
<th>50%</th>
<th>75%</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>RELIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COST</td>
<td></td>
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</tr>
<tr>
<td>ORDER ACCURACY</td>
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<td>DELIVERY/TIMELINESS</td>
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<tr>
<td>QUALITY</td>
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<tr>
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</tr>
</tbody>
</table>

Note: The supplier ratings set forth above represent the opinions of the surveyed customer references and not those of Open Ratings or Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

This report is provided under contract solely for use by the customer and a third party as designated by the customer. It is compiled from sources Open Ratings and D&B do not control and whose information, unless otherwise indicated in the report, has not been verified. In providing this report Open Ratings and D&B do not assume any part of the user's business risk, do not guarantee the accuracy, completeness or timeliness of the information and shall not be liable for any loss or injury resulting from reliance on this report or arising out of or caused, in whole or in part, by Open Ratings' or D&B's acts or omissions in preparing this report. This report may not be reproduced in whole or part in any manner whatsoever.
The above referenced contract, awarded under Federal Supply Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services is hereby modified as follows:

A. Pursuant to Clause I-FSS-163, the option is hereby exercised to extend the term of the contract. The period of performance is from 02/11/2018-02/10/2023

B. In accordance with Clause 52.219-9, Small Business Subcontracting Plan, is not

15A. NAME AND TITLE OF SIGNER (Type or Print)
GSA Initiated Mod

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

Signature Not Required

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)
Glenda Urgiles

16B. UNITED STATES OF AMERICA

Feb 02, 2018

Signature electronically Signed

16C. DATE SIGNED

Feb 02, 2018

See above
Continuation of Description...

applicable. The Contractor has re-certified the company’s business size and is now a large business. A subcontracting plan is not required in accordance with FAS IL 2011-09, Supplement 01.

C. The pricing during this option period will be based on the following approved price list(s):

Ace Info Solutions, Inc Commercial Price List dated 01/01/2018

D. The price discount relationship remains as follows:
Most Favored Customer (MFC) are the National Institutes of Health, US Department of Agriculture, Department of State, Department of Homeland Security. The negotiated basic discount for GSA is 8.4%-38% off commercial rates and .1%-30.4% off commercial rates for the MFC, National Institutes of Health, US Department of Agriculture, Department of State, Department of Homeland Security. If discounts change, the Price Reductions clause does not apply; however, should the MFC change, the contract will be modified to identify the MFC, a relationship will be established and the Price Reductions Clause will be added, if applicable.

E. The current terms and conditions in effect for this option period are as follows:

Basic Discount: 8.4%-38%
Prompt Payment Terms: None
Quantity Volume Discount: None
Normal Delivery

F. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: ($100,000 / 0.9925) = $100,755.67

G. All other terms and conditions remain in effect as originally accepted or subsequently changed by modification.

This modification is issued at no cost to either party.

Point of Contact: Omiana Muller (Omiana.Muller@gsa.gov)
Block 13 Notes
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Block 13.D:

I-FSS-163 Option (Evergreen)