

# **MAINFRAME MAINTENANCE AND REPAIR**

**Solicitation  
OPM-RFP-01-0005JCB**



**United States  
Office of  
Personnel  
Management**



OFFICE OF PERSONNEL MANAGEMENT  
REQUEST FOR PROPOSALS  
OPM-RFP-01-00005JCB

MAINFRAME MAINTENANCE AND REPAIR

LETTER TO OFFERORS

This solicitation for mainframe maintenance and repair has been **has been set-aside 100% for businesses in the Small Business Administration's 8(a) program**. The resultant contract will be a firm, fixed-price contract. Award will be on a best value basis to the offeror whose proposal, both from a cost and technical basis, is considered most advantageous to the Government.

The Government asks that offers be valid for a period of up to 90 days after submission.  
**Proposals are due July 20, 2001.**

The Standard Industrial Code (SIC) number is 7378 and the North American Industry Classification System Code (NAICS) is 811212. Only companies that are in the Small Business Administration's 8(a) program for these SIC/NAICS codes may submit a proposal for this requirement. Any questions should be directed to the negotiator (Miss Judy Brader) on (202) 606-1924, fax (202) 606-1464. **ALL QUESTIONS MUST BE IN WRITING AND RECEIVED ON OR BEFORE MAY 31, 2001.**

This is a new competition of an on-going requirement.

Offerors are to submit an original and two copies of the technical proposal and an original and one copy of the price proposal. Offerors who download this solicitation from the OPM home page are requested to contact Judy Brader at [jcbrader@opm.gov](mailto:jcbrader@opm.gov) in order to receive amendments to this solicitation. Proposals must be delivered to:

U.S. Office of Personnel Management  
Contracting Division  
ATTN: OPM-RFP-01-0005JCB  
Room 1342  
1900 E Street, NW  
Washington, DC 20415-7710

FOR HAND DELIVERY OF PROPOSALS: OFFERORS ARE ADVISED THAT A PHOTO ID IS NECESSARY FOR ACCESS TO THE BUILDING AND THAT THERE COULD BE DELAYS IN ENTERING THE BUILDING.



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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER PAGE 1 OF 54

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER OPM-RFP-01-0005JCB 6. SOLICITATION ISSUE DATE MAY 16, 2001

7. FOR SOLICITATION INFORMATION CALL: a. NAME Judy Brader, Contract Specialist b. TELEPHONE NUMBER (No collect calls) (202) 606-1924 8. OFFER DUE DATE/ LOCAL TIME 06/20/2001 3:00PM

9. ISSUED BY CODE ASC:JCB U.S. OFFICE OF PERSONNEL MANAGEMENT CONTRACTING DIVISION 1900 E STREET, NW ROOM1342 WASHINGTON, DC 20415-7710 10. THIS ACQUISITION IS  UNRESTRICTED  SET ASIDE: 100% FOR  SMALL BUSINESS  SMALL DISAV. BUSINESS  8(A) SIC: NAICS 811212 SIZE STANDARD: \$18 mil 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION  RFQ  IFB  RFP 12. DISCOUNT TERMS

15. DELIVER TO CODE See Table B-1 16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE US Office of Personnel Management OCFO, Payment Invoices and Transactions 1900 E Street, NW, Washington, DC 20415-1210 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Attached  <i>(Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER  DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED 33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR  PARTIAL  FINAL 36. PAYMENT  COMPLETE  PARTIAL  FINAL 37. CHECK NUMBER 38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY 42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB NO.: 9000-0136  
Expires: 09/30/98

## **SECTION B - CONTINUATION BLOCK**

### **B.1 GENERAL**

The Government shall order and the contractor shall provide *hardware maintenance services* and *related support services* as specified in Section D at the fixed unit prices set forth in the following attached tables.

TABLE B-1: Hardware Maintenance Unit Price Schedule

TABLE B-2: Related Support Services Unit Price Schedule

#### **B.2.1 ESTIMATED QUANTITIES**

The quantities shown in TABLE B-1 are estimates only and cannot be considered firm quantities. Further, the Government cannot and does not guarantee that it will order any related support services.

For the Contractor's information only, the known Government requirement for hardware maintenance service will include: IBM, Hitachi, Epson, Computerm, Xerox, CNT, McData, Lexmark, and other major vendor makes and models of equipment, as listed in Table B-1.

The Government may increase or decrease its hardware maintenance requirement at any time during the life of the contract. Pricing for equipment added to the contract will be negotiated at the time the need arises. The hardware equipment listed in Section D, Table B-1 is the most current inventory to be included under this contract, barring any unforeseen circumstances.

#### **B.2.2 GUARANTEED MINIMUM**

a. The minimum limit of the Government's obligation to order under this contract per 12 month contract period is:

Initial Term: \$50,000.00  
Each Option Period: \$50,000.00

## **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **B.3 GENERAL**

B.3.1 The Office of Personnel Management (OPM) administers the major Federal Government retirement, pay, personnel, and investigative functions. The Washington Technology Center (WTC), located at OPM's Central Office at 1900 E Street, NW, Washington, DC, is the principal center providing mainframe/enterprise server support for these programs. There are also regional and satellite locations throughout the United States that are supported by this center.

B.3.2 There also is ADP equipment located at regional sites (Atlanta, Chicago, Dallas, Philadelphia, San Francisco, Boyers, PA and Macon, GA), and satellite locations in Annandale, VA, Hyattsville, MD, and St. Louis, MO. This equipment is associated with the Washington Technology Center and must be maintained under this contract.

B.3.3 The Office of Personnel Management has a requirement for on-going hardware maintenance service and related support services for the equipment at each of the above locations.

### **B.4 SCOPE OF CONTRACT**

Contractor shall provide hardware maintenance service (labor and parts) and related support services at the fixed unit prices shown in SECTION D, and detailed in TABLES B-1, B-1a, and B-2, and shall keep the equipment in good operating condition. Hardware maintenance service may require inseparable firmware support (such as the IBM 8265 17S NWAYS ATM switch) from time to time. Hardware maintenance service shall not include electrical work external to the equipment, nor the furnishing of normal supplies and consumables.

### **B.5 EQUIPMENT TO BE MAINTAINED**

The equipment to be maintained is located at OPM's Central Office at 1900 E Street, NW in Washington, DC, as well as at regional sites (such as Atlanta, Chicago, Dallas, Philadelphia, San Francisco, Boyers, PA and Macon, GA), and satellite locations in Annandale, VA, Hyattsville, MD, and St. Louis, MO.

### **B.6 CONTRACTOR RESPONSIBILITIES**

The Contractor shall provide:

B.6.1 Trained field service personnel who are qualified to provide the required services in accordance with the highest commercial standards.

B.6.2 Multiple levels of technical maintenance support. During the Principal Period of Maintenance (PPM), response to a trouble call shall be within the Response Time defined in Section B.11 after OPM notifies the Contractor. If it is necessary to obtain additional assistance to correct a malfunction that has not been resolved within the time period specified below, the Contractor shall provide the following additional support at no additional cost to OPM:

- (a) **Additional Support Level I:** If local maintenance personnel are not able to diagnose and repair the malfunction within the first two (2) hours after their arrival, a regional or higher corporate support specialist must be made available. This specialist shall arrive and begin repair within three (3) hours of the arrival of the original local personnel at the trouble site.
- (b) **Additional Support Level II:** If the problem or malfunction has not been corrected within four (4) hours of the arrival of the original local personnel at the trouble site, Contractor shall arrange with the OEM for whatever support is required.

B.6.3 Toll-free remote diagnostic support 24-hours per day, 7- days per week. The remote diagnostic support for those systems and components that have this capability must be capable of analyzing hardware failures down to the level of identifying the failing replaceable unit and then dispatching a service technician to effect appropriate repairs.

B.6.4 An on-line service call initiation capability consisting of the ability to dial-up, log on, and initiate a service call without actual contact with Contractor personnel. The on-line service will provide OPM with information on the status of the service call, the assigned technician, estimated time of arrival, etc.

B.6.5 In addition to the capability in Section B.6.4, the Contractor shall provide OPM with a designated point-of-contact for each site. A Contractor's representative will be available on a 24-hour, 7 days a week, basis to receive notification of maintenance services required by OPM. The Contractor shall provide to each site, and shall maintain throughout the life of this contract, a list of local, regional, and corporate support personnel to be called, their telephone numbers, and their corporate functions.

B.6.6 A local spare parts inventory at each site. Inventory locations must be within two (2) hours of the maintenance site and must stock at least 95% of the parts required to

repair the equipment covered under this contract. Addresses of all inventory locations and their distances in highway miles from each service location must be provided and maintained.

B.6.7 The Contractor shall maintain an inventory of all equipment in spreadsheet format, preferably in Excel.

## **B.7. OPM RESPONSIBILITIES**

B.7.1 OPM personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract unless agreed to by the Contractor.

B.7.2 Subject to security regulations and operational considerations, OPM shall permit access to the equipment to be maintained.

B.7.3 OPM shall provide adequate storage space for spare parts and adequate working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

B.7.4 OPM shall provide time for Contractor sponsored system modification(s) within a reasonable time after being notified by the Contractor that the modification(s) is(are) ready to be made. The time required to make the modification(s) shall be outside the normal preventive maintenance hours.

B.7.5 OPM shall maintain environmental requirements in accordance with the specifications furnished by the OEM.

B.7.6 OPM shall be responsible for placing equipment under maintenance at the expiration of any warranty.

## **B.8 ON-SITE MAINTENANCE**

On-site maintenance is required.

## **B.9 TYPES OF MAINTENANCE**

### **B.9.1 On-Call Maintenance**

During the principle period of maintenance (PPM), on-call maintenance is required for all equipment except terminal multiplexors and non-console-based terminals.

### **B.9.2 Contractor-Exchange Maintenance**

During the PPM, Contractor-Exchange maintenance is required for all multiplexors and non-console-based terminals. In this type of maintenance, the Contractor shall deliver an exchange machine to OPM's site, disconnect the failing machine, connect the exchange machine, determine it is operating properly, and remove the failed machine from the site. Removal of equipment from OPM sites will occur only after OPM staff have recorded model and serial numbers as necessary for property inventory control and will require that an authorized property pass be issued.

## **B.10 PRINCIPAL PERIOD OF MAINTENANCE (PPM)**

The PPM shall be 24 hours per day, 7 days per week, unless separately negotiated for specific equipment, to better correspond with production work schedules and general usage.

## **B.11 MAINTENANCE RESPONSE TIMES**

Contractor's maintenance personnel shall arrive at the designated point within the response times specified below, from the time that OPM notifies the Contractor that remedial maintenance is required.

- (a) One (1) workday for failures of multiplexors and non-console-based terminals;
- (b) Two (2) hours for all other equipment.

If maintenance personnel fail to arrive at the installation within the designated response time, the Contractor shall grant a credit to OPM as specified for each hour in excess of the specified response time and up to the actual arrival time. The credit will accrue for each hour of delay in response times in the amount of one-half (1/2) percent of the Total Current Month's System Charges due under this contract. The credit shall be computed to the nearest half or whole hour. No credit shall accrue to OPM during those periods when the Contractor is denied access to the equipment. The amount of credit granted shall not exceed 1/30th of the Total Current Month's System Charges for any calendar day.

## **B.12 NON-CHARGEABLE MAINTENANCE ITEMS**

There shall be no additional charges for:

- (a) Replacement parts;
- (b) Preventive maintenance, regardless of when performed;
- (c) Remedial maintenance regardless of when the maintenance is performed;
- (d) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced;
- (e) Remedial maintenance required on any machine when the scheduled preventive maintenance for that machine preceding the malfunction had not been performed unless preventive maintenance was omitted at OPM's request or the Contractor was denied access to the equipment;
- (f) Remedial maintenance required within a 48-hour period due to a recurrence of the same malfunction.

## **B.13 PREVENTIVE MAINTENANCE**

Preventive maintenance shall be performed during OPM's Principal Period of Maintenance. The Contractor shall specify in writing to the Government Technical Site Representative the frequency and duration of the preventive maintenance required for the equipment listed in each maintenance order. If a mutually agreed upon schedule for preventive maintenance cannot be established, OPM reserves the right to specify the schedule for performance of preventive maintenance.

## **B.14 REMEDIAL MAINTENANCE**

On-call or Contractor-Exchange remedial maintenance shall be performed after notification that equipment is inoperative. The Contractor shall provide OPM with a designated point(s)-of-contact and make arrangements to enable its maintenance representative to receive such notification (See Paragraph B.9, page 6).

## **B.15 MALFUNCTION INCIDENT REPORTS**

Subsequent to each remedial maintenance incident, the Contractor shall furnish a

signed malfunction incident report (MIR)(form to be provided by the Government) to the installation. Each MIR shall include, at minimum:

- (a) Date and time notified;
- (b) Date and time of arrival;
- (c) Whether maintenance is "on-call" or "contractor-exchange";
- (d) For on-call, type and serial number(s) of machine(s);
- (e) For contractor-exchange, type and serial number(s) of machine(s) removed and machine(s) installed;
- (f) Chargeable time spent for repair;
- (g) Description of malfunction;
- (h) Date and time equipment is returned to OPM;
- (i) List of parts replaced, if any; and
- (j) Any additional charges, if applicable.

## **B.16 MAINTENANCE COVERAGE**

B.16.1 Separate maintenance orders shall be issued for each "SYSTEM" to be maintained. The Contractor shall honor orders for periods of one (1) year or less at the fixed unit prices shown in Section D, Table B-1.

B.16.2 The effective date of maintenance service for any equipment shall not be prior to the expiration of the warranty period for that equipment. The equipment located at each OPM site which remains under warranty shall not be included on any maintenance order or associated inventory list.

## **B.17 DISCONTINUANCE NOTICE**

OPM shall give the Contractor thirty (30) calendar days prior written notice of discontinuance of maintenance services unless a shorter period is agreed to by the Contractor.

## **B.18 PARTS/ALTERATIONS/ATTACHMENTS**

B.18.1 Only new standard parts or parts equal in performance to new standard parts shall be used in effecting repairs. Replaced parts shall become the property of the Contractor.

B.18.2 Should OPM make alterations or install attachments which affect the maintenance of this equipment, the continuation of maintenance service on this equipment shall be subject to mutual agreement. Should the alterations or attachments

increase the maintenance costs to the Contractor, additional maintenance charges shall be made on an individual installation basis. If such alterations or attachments create a safety hazard, the Contractor may discontinue maintenance service on the hazardous equipment.

B.18.3 Contractor-sponsored alterations of attachments to equipment shall be made only with OPM's consent. Appropriate modification of the contract shall be negotiated for each such alteration which either enhances the value of the system to OPM or decreases the overall maintenance costs.

## **B.19 MOVEMENT OF EQUIPMENT**

B.19.1 In the event any system or part thereof being maintained under the terms and conditions of this contract is moved to another location within the same geographical service area, as designated by the Contractor, the terms and conditions of this contract shall continue to apply. Relocation of equipment within a data center shall fall under the terms of this item.

B.19.2 If the system or part thereof must be moved outside the Contractor's designated service area, then the continued applicability of this contract shall be subject to mutual agreement.

B.19.3 Maintenance charges shall be suspended on the day the dismantling of the equipment in preparation for shipment is begun. Maintenance charges shall be reinstated on the day that the Contractor completes reassembling the equipment and testing procedures necessary to assure the equipment is in good operating condition. OPM shall be charged for disassembly and reassembly at the rates in Table B-2, provided that the Contractor charges his commercial customers for such services.

B.19.4 Shipment to the new installation site shall be at OPM's expense by electronic padded van or air freight. OPM may ship the equipment by Government transportation or by commercial carrier, or, at its option, provide the Contractor with an authorization to ship by commercial carrier on a prepaid basis, in which case OPM shall be invoiced for transportation, rigging, and drayage costs.

B.19.5 Re-connection and testing of moved equipment at the new location shall be the sole responsibility of the Contractor.

## **B.20 EQUIPMENT INVENTORY VALIDATION**

B.20.1 To assure accurate equipment inventories, the Contractor shall, if requested, provide, at no additional cost, the resources required to verify the accuracy of the inventories provided by the Government as part of any initial fiscal year maintenance order.

B.20.2 If requested by the Government, the Contractor will provide similar verification for maintenance inventory change orders at the rates shown in Section D, Table B-2.

## **B.21 RELATED MAINTENANCE SUPPORT SERVICES**

If ordered by the Government, the Contractor shall provide related maintenance support services for the systems being maintained hereunder. Examples of such services include, but are not limited to, installation, de-installation, relocation, refurbishment, re-cabling, and testing of additional equipment acquired by the Government. OPM shall be charged for such services at the rates shown in Section D, Table B-2.

## **B.22 MAINTENANCE CREDIT FOR SYSTEM DOWNTIME**

If the system remains inoperative and cannot perform the scheduled workload due to an equipment malfunction, through no fault or negligence of OPM, for a period of eight (8) consecutive hours over one or two workdays, or more than ten non-consecutive hours during a twenty-four hour period, the Contractor shall grant a credit to OPM. The credit will accrue for each hour of downtime in the amount of one-half (1/2) percent of the Total Current Month's System Charges due under this contract. The credit for system downtime shall be computed to the nearest half or whole hour. No credit shall accrue to OPM during those periods when the Contractor is denied access to the equipment. The amount of credit granted shall not exceed 1/30<sup>th</sup> of the Total Current Month's System Charges for any calendar day.

## **B.23 MAINTENANCE CREDIT FOR EQUIPMENT DOWNTIME**

If an individual component(s) remains unusable due to an equipment malfunction, through no fault or negligence of OPM, for a period of eight (8) consecutive hours over one or two workdays, or more than ten (10) non-consecutive hours during a twenty-four (24) hour period, the Contractor shall grant a credit to OPM. The credit will accrue for each hour of downtime in the amount of one-half (1/2) percent of the Total Current Month's Charges due for the respective equipment under this contract that has failed, plus similar credits for any other equipment maintained under this contract not usable as a result of the malfunction. No credit shall accrue to OPM during those periods when the Contractor is denied access to the equipment. The amount of credit granted under

this paragraph shall not exceed 1/30<sup>th</sup> of the Total Current Month's Charges for the respective equipment for any calendar day. Credit for equipment malfunctions shall be computed to the nearest half or whole hour. During a period of downtime, OPM may use operable equipment when such action does not interfere with remedial maintenance.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

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

**(b) Assignment.** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

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

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

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

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

full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Individual charges for equipment maintenance and related support services, showing the monthly and extended maintenance charges, and identifying the make, type, model, quantity, description and serial number of the equipment, and the resulting grand total.;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

**(i) Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

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

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

**(k) Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

**(l) Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**(m) Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

**(r) Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

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

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)**

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

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

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

(18)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(23) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[ ] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-

[ ] (27)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

[ ] (ii) Alternate I of 52.247-64.

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

[ ] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

[ ] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

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

### **C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2001, through September 30, 2002, with Government options for an additional four (4) option periods, the total not to exceed 60 months.

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

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$1 million;

(2) Any order for a combination of items in excess of \$1 million;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, 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.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule 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 Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, 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; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the last option.

#### **C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

#### **C.7 SECURITY REQUIREMENTS**

As authorized by 5 CFR 731 and 736, the Contractor will provide qualified personnel with appropriate suitability investigations to meet the requirements of a position designation level of Moderate Risk.

Contractors performing services for the Office of Personnel Management that require members of their staff to work on site at any OPM facility for more than 180 days, or who will have access to any OPM computer system, must ensure that all such staff members have undergone, or will undergo, an appropriate background investigation.

The Contractor will ensure that these employees report to the OPM Security Services Office (Room 1H17) at least three working days before their first day of work on this contract, to be fingerprinted and given the appropriate personnel suitability forms. These employees will be required to return the completed forms within 14 working days of receiving them.

The extent of the background investigation required will be determined by OPM's Security Services office, and will be dependent on the sensitivity of the project and the duration of the work to be performed by each individual.

The cost/price of the investigation will be borne by the OPM organization contracting for the services. OPM will provide the Contractor with the necessary security forms and fingerprint charts for each employee required to have a background investigation.

Contract employees will be allowed to work on the contract project prior to the completion of the required investigation.

If any unfavorable or derogatory information is developed during a personnel investigation, the employee will be informed of the information and offered an opportunity to refute, explain, clarify or mitigate the information in question. If after final adjudication, a determination is made that the employee is ineligible to render services on the contract, that employee will be formally notified of that decision and the reason(s). The Contractor must then replace that employee. The cost/price of the investigation for any such replacement employee(s) will be borne by the Contractor. Additionally, the cost/price of investigations for replacement employee(s) taking the place of person(s) who have either left the company or will no longer work on OPM projects will be borne by the Contractor.

The Security Services office will honor previous suitability investigations if they meet the sensitivity standards of the current contract project and have been completed within the past 5 years. In such cases, the Security office will require only the completion of an updated Security Questionnaire. The Security office will provide the Questionnaire to the Contracting Officer's Representative (COR) or other appropriate OPM official responsible for the contract.

If the Contractor is involved in a Critical Sensitive and/or Public Trust High Risk project, an updated investigation is required every 5 years.

## **C.8 STANDARDS OF CONDUCT AND RESTRICTIONS**

The Contractor shall conform to standards of conduct as follows:

C.8.1 No Contractor employee shall solicit new business while performing work under this contract.

C.8.2 The Contractor and its employees shall not discuss with unauthorized persons any information obtained in the performance of work under this contract.

C.8.3 The Contractor and its employees shall conduct only such business as is covered by this contract during periods paid by OPM. Business not directly related to this contract shall not be conducted on Government premises.

C.8.4 Use of computer systems and other OPM facilities for company or personal use is strictly prohibited.

C.8.5 Contractor personnel shall adhere to the same professional and ethical standards of conduct required of Government personnel.

C.8.6 While the Contractor's personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety - not only as they relate (i) to its employees and agents, but (ii) also to other personnel who are Government employees or agents of the Government and to property at the site regardless of ownership. While on Government premises and in possession of Government property, the Contractor is responsible for such property and any damages thereto.

## **C.9 CERTIFICATE OF MAINTAINABILITY**

(a) At such time as the contract is terminated, expires contractually, or is otherwise not extended, or upon request by the Contracting Officer at any time, the Contractor shall issue, within five (5) working days, a *Certificate of Maintainability* for any or all equipment maintained under this contract.

(b) The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM or OEM's successor in interest commits that it would assume maintenance of the equipment or the OEM certifies that the equipment is eligible for maintenance

including, but not limited to, repair or inspection charges if such maintenance were assumed effective the day after the Contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification with no separate charge to the Government.

(c) Should the Contractor fail to issue the required *Certificate of Maintainability* in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintenance level.

#### **C.10 52.219-12 Special 8(a) Subcontract Conditions (Feb 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No. \_\_\_\_\_ [insert number of contract] with the U.S. Office of Personnel Management (OPM) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The \_\_\_\_\_ [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. \_\_\_\_\_ [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the OPM with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the OPM.

(4) That it will notify the OPM Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the OPM.

**C.11 52.219-17 Section 8(a) Award (Dec 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the OPM the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the OPM Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the OPM.

**C.12 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns  
(June 1999)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the OPM Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**C.13 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (Oct 1998)**

(a) Definitions.

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

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

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

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

(1) 52.222-26, 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(a));

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

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

#### **C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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:

- 52.203-5** Covenant Against Contingency Fees (Apr 1984)
- 52.203-7** Anti-Kickback Procedures (Jul 1995)
- 52.203-12** Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
- 52.216-1** Type of Contract - Indefinite Delivery, Indefinite Quantity with Firm, Fixed price Task Orders (Apr 1984)
- 52.217-6** Option for Increased Quantity (MAR 1989)
- 52.219-11** Special 8(a) Contract Conditions (Feb 1990)
- 52.219-14** Limitations on Subcontracting (Dec 1996)
- 52.223-14** Toxic Chemical Release Reporting (Oct 2000)
- 52.232-19** Availability of Funds for the Next Fiscal Year (APR 1984)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **CONTRACT DOCUMENTS**

Table B-1:	Hardware Maintenance Unit Price Schedule
Table B-1a:	Escalation Rate for Hardware Maintenance Schedule Table B-1
Table B-2:	Related Support Services Unit Price Schedule
Section D.1:	Contracting Officer's Representative
Section D.2	Government Technical Representatives
Section D.3	Issuing Service Orders

### **ATTACHMENTS**

Attachment 1	OPM Task Order
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Tables B-1, B-1a and B-2 are available in Excel. Please contact the Contract Specialist at [jcbrader@opm.gov](mailto:jcbrader@opm.gov) to have the file sent electronically.

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## **SECTION D - CONTRACT ADMINISTRATION DATA**

### **D.1 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer shall designate a Contracting Officer's Representative (COR), in writing, to provide overall technical direction and control during contract performance. The COR will not be authorized to change any contract terms or conditions. That authority is reserved exclusively for the Contracting Officer.

### **D.2 GOVERNMENT TECHNICAL SITE REPRESENTATIVES**

Because the equipment is geographically dispersed, the COR will appoint Government Technical Site Representatives (GTSR) at each site to assist the COR with day-to-day technical contract administration. GTSR appointments will be in writing and include the scope and limits of their authority.

### **D.3 ISSUING SERVICE ORDERS**

For items priced in Table B-1, *Hardware Maintenance Unit Price Schedule*, and Table B-2, *Related Support Services*, the COR is authorized to issue, modify, and discontinue the following types of orders for hardware maintenance or related support services:

D.3.1 Initial Fiscal Year Maintenance Order - For the base period and each option year, the Government shall, for each SYSTEM being maintained, issue an *initial fiscal year maintenance order* specifying:

- (a) The identity of the SYSTEM to be maintained for the fiscal year;
- (b) The period covered by the order (normally the fiscal year);
- (c) A complete inventory of equipment current as of the start of the period covered by the order. This inventory will be the baseline for all subsequent equipment additions and deletions during the period;
- (d) The total estimated charges for the period covered; and
- (e) Any special provisions or instructions.

D.3.2 Maintenance Inventory Change Order - From time-to-time as needed, the COR will issue maintenance inventory change orders for each SYSTEM being maintained under an initial fiscal year maintenance order. Each change order shall specify

additions, deletions, and corrections to be made to that equipment inventory and will provide, at a minimum:

- (a) A description of the equipment;
- (b) Serial numbers, if known;
- (c) Quantities;
- (d) Unit prices;
- (e) Effective dates; and
- (f) Any special provisions or instructions.

Individual inventory change orders will not include the overall dollar effect of the change on the total estimated yearly charge shown on the initial fiscal year maintenance order. Instead, during the period covered, the Government will monitor actual expenditure rates for each SYSTEM. If they differ significantly from those forecast, the initial fiscal year maintenance order will be modified as necessary to assure appropriate funding levels.

#### D.3.3 Related Support Services Orders

Each order for related support services shall include, at minimum:

- (a) A description of the service(s) requested including, when applicable, types, model numbers, serial numbers (when known), and quantities of equipment;
- (b) The effective date(s) of service;
- (c) Estimated time to complete service;
- (d) Service locations; and
- (e) Any special provisions or instructions.

Requirements for related support services will not be included on any order for initial fiscal year maintenance or maintenance inventory changes.

#### D.3.4 Order Forms

The following services will be ordered using the OPM Task Order (Attachment 1):

Initial Fiscal Year Maintenance

Inventory Changes

Related Support Services

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UNITED STATES  
OFFICE OF PERSONNEL MANAGEMENT  
**TASK ORDER**

Page 1 of

Contractor Name and Address:	Task Order No. :
	Modification No. :
	Effective Date :
	Contract No. :

Project Title:

Management and Accounting Data:

You are directed to perform the following work in connection with the above referenced contract within the time and price stated:

Description:

FOR THE CONTRACTOR:	FOR THE GOVERNMENT:
Signature of Authorized Person	_____ Signature of Authorized Person
Name (Typed)	Name (Typed)
Title (Typed)	<u>Contracting Officer's Representative</u> Title (Typed)
Date	Date

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## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

**(a) North American Industry Classification System (NAICS) code and small business size standard.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

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

#### Preparation of Offers

Your proposal shall consist of:

- a) a technical/management proposal - original and two (2) copies**
- b) a pricing proposal - original and one (1) copy**

No cost information shall be included in the technical/management proposal. The

pricing proposal shall be completely separate from the technical/management proposal and shall contain all information relative to cost and pricing.

Your proposal will become the property of the Government and will not be returned. If the proposal contains information that you do not wish disclosed to the public or used by the Government for any purpose other than evaluation of the proposal, such restriction shall be clearly indicated on each sheet containing such information.

Your proposal should contain the most favorable terms possible from both a technical and pricing standpoint.

### **Technical/Management Proposal**

In your technical/management proposal please provide a point-by-point response to the requirements set forth in Section B. OPM understands that you cannot address every conceivable technical consideration in this proposal; however you must strive to be as specific and complete as possible. The proposal must be adequate to demonstrate how you propose to comply with the requirements and provide a full explanation of techniques and procedures you propose to use. You are requested to give special attention to any requirements in the following general subject areas:

- Subcontracting - nature and extent, administration of, and division of labor between prime and subcontractors.
- Progressive technical maintenance support procedures - procedures and staffing levels for applying progressively greater levels of technical expertise to resolution of equipment malfunctions to assure acceptable repair times.
- Qualifications of technicians proposed for this effort.
- Service call initiation - procedures for assuring the reliability of the process that OPM will use to place requests for maintenance.
- Spare parts - availability of spare parts and adequacy of standard and emergency procedures for obtaining parts. Contractor is in good standing with the major equipment vendors associated with the maintenance equipment. Include at least 3 references with organization names, contacts and phone numbers.
- Prime contract management - organization chart highlighting contract's chain-of-command; identity and qualifications of the Project Manager; his/her authority and internal corporate reporting relationships; responsibilities and authorities of managers between Project Manager and Chief Executive Officer.

- Past performance - track record based upon similar contracts and work experience. Contractor is in good standing with the business community associated with the maintenance equipment. Include at least 3 references with organization names, length of contract, a general description of the service provided under the contract, contacts and phone numbers.
- Phase in plan - ability of the offeror to seamlessly initiate its plan based upon the technical requirements. Ability to obtain spare parts, and occasional firmware support for those systems (such as IBM 8265 17S NWAYS ATM switch) requiring it. Continuance of the types of coverages provided for equipment now under maintenance, providing as extensive or better coverage. Best plan providing progressive equipment maintenance and support services to each data center, and their regional and satellite locations, from call initiation through follow-up support

OPM will evaluate your technical and managerial capability to meet its requirements in the light of the material and substantiating evidence you present in your technical/management proposal and not on the basis of what might be implied.

### **Cost/Price Proposal**

Your Cost/Price Proposal will be completely separate from the Technical/Management Proposal and shall contain:

The names and telephone numbers of the persons authorized to conduct oral discussions/negotiations on your behalf;

A complete copy of this solicitation document with the following items completed:

- a) Standard Form 1449;
- b) Applicable Items in SECTION E;
- c) Table B-1, Hardware Maintenance Unit Price Schedule; and
- d) Table B-1a, Escalation Rate for Hardware Maintenance Schedule Table B-1
- e) Table B-2, Related Support Services Unit Price Schedule.

Tables B-1, B-1a, and B-2 must be submitted in Microsoft Excel. The tables are available on request from the Contract Specialist handling this requirement at the following e-mail address: [jcbrader@opm.gov](mailto:jcbrader@opm.gov).

**(c) Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another

time period is specified in an addendum to the solicitation.

**(d) Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

**(e) Multiple offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

**(f) Late submissions, modifications, revisions, and withdrawals of offers.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation

includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

**(g) Contract award.** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

**(h) Multiple awards.** Not applicable

**(i) Availability of requirements documents cited in the solicitation.** (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional

copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

A) By telephone at (215) 697-2667/2179; or

B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

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

## **E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

### **1. Management and organization**

- Size, scope, and good standing of the offeror, following the requirements of the FAR

- Management, organization, and technical skills
  - Qualifications of proposed technicians
  - Financial capacity necessary for subject contract fulfillment
  - On-line diagnostic and technical support
2. Subcontracting
- Organizational nature and extent
  - Administration of subcontractors
  - How labor will be divided between prime and subcontractors
3. Past performance
- Track record based upon similar contracts and work experience
  - Contractor is in good standing with the major equipment vendors associated with the maintenance equipment
4. Phase in plan
- Ability of the offeror to seamlessly initiate its plan based upon the technical requirements
  - Ability to obtain spare parts, and occasional firmware support for those systems (such as IBM 8265 17S NWAYS ATM switch) requiring it
  - Continuance of the types of coverages provided for equipment now under maintenance, providing as extensive or better coverage
  - Plan providing progressive equipment maintenance and support services to each data center, and their regional and satellite locations, from call initiation through follow-up support

### **Cost/Price Proposal**

#### Overall cost to the Government

- Most favorable aggregate and component monthly maintenance cost mix
- Most favorable overall hourly rates for support services relating to equipment under maintenance
- Trade discounts
- Total price proposed to maintain the equipment listed over the base and all option periods

OPM will review the track record of any contractors that submit offers, including contracts in hand (if applicable), to better quantify the capacity of the contractor to absorb another contract of this size. Offerors will need to provide an explanation of current contracts in progress, showing the scope, duration, and current value. References should be provided, as applicable, with organization names, contacts, and phone numbers, based upon similar contracts and or scope of work to be performed.

OPM will also want to view industry reports (credit standing) on the key contracting entity/control group.

In addition, the offeror will need to provide appropriate evidence of financial capacity, as appropriate for the contractor's plan. This would include three years of contractor's financials (including profit and loss statements), if applicable, and financials of any principal having a ten percent or greater interest in the contractor (as a control group or individual). Include evidence of any key man insurance, including errors and omissions, workman's compensation and bonding. The contractor should demonstrate how it can absorb a major equipment replacement, based upon a combination of lines of credit, insurance, financial capacity and business plan incorporating any sub-contracting arrangements.

The contractor has to be in good standing with the major equipment vendors (in addition to FAR requirements) associated with the maintenance equipment, in order to obtain trade discounts, replacement parts, and gaining access to major vendor (i.e. IBM) diagnostic databases.

Technical and past performance, when combined, are much more important than cost.

**(b) Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**(c) A written notice of award or acceptance of an offer,** mailed or otherwise furnished to the successful 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.

### **E.3 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
[Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (OCT 2000)**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the

Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

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

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

(i) General. The offeror represents that either--

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced,

or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

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

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than

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

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:  
Line Item No.

_____
_____

(List as necessary)

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or

Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

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