

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Prices

The contractor shall furnish all equipment and services necessary to meet the requirements of Section C of the contract and individual delivery orders. The contract line items reflected in Section B shall be used in the pricing of individual delivery orders as required. Contract line items may be renumbered as delivery orders are issued.

B.2 Travel Costs

Travel will be priced separately under each delivery order if required. Transportation and per diem costs shall be reimbursed at actual costs and in accordance with the Federal Travel Regulation including tax on lodging.

B.3 Base and Option Periods

Base Year	Award through 12 months
First Option Year	Through 12 months after base period
Second Option Year	Through 12 months after 1 st Option Year
Third Option Year	Through 12 months after 2 nd Option Year
Fourth Option Year	Through 12 months after 3 rd Option Year

SECTION D - PACKAGING AND MARKING

D.1 Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this contract shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

D.2 Packing List and Markings

All deliverables submitted to the Contracting Officer, Contracting Officer's Technical Representative (COTR), or Designated Agency Representative (DAR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract number.
- (b) Delivery order number.
- (c) Name and address of the consignor.
- (d) Name and address of the consignee.
- (e) Service order or requisition number.
- (f) Government bill of lading number covering the shipment (if any).
- (g) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

D.3 Warranty Marking

In consonance with the clause appearing in Section H that addresses warranty of items deliverable hereunder, the Contractor shall mark all such items with:

1. Statement that a warranty exists
2. Substance of warranty
3. Duration of warranty
4. Who to notify if supplies are found to be defective.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

Clause No.	FAR Clause No.	Title and Date
E.1.1	52.246-2	Inspection of Supplies--Fixed Price (AUG 1996)
E.1.2	52-246-4	Inspection of Services—Fixed Price (AUG 1996)
E.1.3	52.246-16	Responsibility for Supplies (APR 1984)

E.2 First Article Approval--Contractor Testing (FAR 52.209-3)(SEP 1989)

(a) To be eligible to receive orders under this contract, the Contractor shall test five (5) units of each of the major products provided by the Contractor (e.g. radios, repeaters, key loading equipment). At least fourteen (14) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer and Contracting Officer's Technical Representative (COTR), in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The first article test shall be performed in accordance with TIA-102 standard test procedures for transceiver performance, common air interface (CAI), encryption, over-the-air-rekeying (OTAR), and vocoder. Table E-1 provides the list of first article tests and the corresponding TIA-102 standard measurement documents.

Table E-1, First Article Test Procedure Documents

TIA-102 Document Number	Description
ANSI/TIA/EIA 102.CAAA	Digital C4FM/CQPSK Transceiver Measurement Methods, June 1999
ANSI/TIA/EIA-603-1	Addendum One to Land Mobile FM or PM Communications Equipment Measurement and Performance Standards
TSB102.BAAB-A	APCO Project 25 CAI Conformance Test, August 1995 (includes Addendum 1 dated April 1999)
ANSI/TIA/EIA 102.BABB-A	Project 25 Vocoder Mean Opinion Score (MOS) Test, May 1999
ANSI/TIA/EIA 102.BABC	APCO Project 25 Vocoder Reference Test, April 1999
IS102.AAAC	Conformance Test for Project 25 DES Encryption Protocol, February 1997

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TSB102.AACC	Conformance Tests for the Project 25 Over-The-Air-Rekeying (OTAR) Protocol, February 1997
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(c) The Contractor shall submit the first article test report within 21 calendar days from the conclusion of first article testing to COTR identified in G.2.2. The package shall be marked "First Article Test Report: Contract No. _____, Lot/Item No. _____". Within twenty (20) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(d) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or the Government will select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(e) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor may be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(f) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(g) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the contractor and have been accepted by the Government. The contractor may request a waiver. Additionally, individual ordering entities may choose to waive this testing requirement and place orders prior to full Contractor compliance with this contract requirement.

E.3 Ongoing Product Testing

The Government reserves the right, prior to the shipment of each delivery order, to have the Contractor test random samples, selected by the Government, of ordered equipment to verify compliance with operational requirements as specified in the Specification. Testing shall be done in accordance with procedures developed by the Contractor and approved by the Government. The Government reserves the right to modify or amend testing criteria and procedures at any time to apply updated standards. Testing criteria and procedures also may be modified due to technology updates or insertions that affect the technical specification and product performance. The Government will notify all contractors of modifications to the specification or testing criteria and procedures, and all modifications will apply to all contractors.

Within 15 business days after contract award the Contractor shall provide the Government COTR with an electronic copy of its testing procedures. The Contractor shall provide the COTR with any updates to the procedures over the life of the contract.

E.4 Contractor Demonstration of Satisfactory Installation

Within one (1) work day after completion of the Contractor's installation of portable radio vehicular adapters or mobile radios, the Contractor shall demonstrate that the equipment is capable of performing the operations described in the Specification as well as the representations contained in the Contractor's successful proposal. This demonstration may be observed by the Government representative designated on the delivery order.

E.5 Acceptance

The acceptance period for subscriber units is thirty (30) calendar days from the date of delivery or if applicable, the acceptable demonstration of installation as defined in E.4., exclusive of holidays. The acceptance period is the period during which the subscriber units satisfy the requirements of this contract, while being used by the Government in day-to-day normal operations.

The acceptance period may be formally waived by the Contracting Officer for subscriber units that are stored and are not placed into immediate use. The date of acceptance shall be considered as the date the Contracting Officer formally notifies the Contractor of the waiver of the acceptance period. However, the Contractor shall be responsible for providing the warranty under the contract when the subscriber units are placed into service.

The Government reserves the right to delay the start of the acceptance period for not more than thirty (30) calendar days.

The issuing Contracting Officer or authorized Government representative, as identified on individual orders, will accomplish acceptance.

The issuing Contracting Officer may designate other Government agents as authorized representatives to accomplish acceptance. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

E.6 Compatibility With Project 25 Infrastructure

The Government reserves the right, prior to placement of a delivery order, to have the Contractor demonstrate compatibility with the ordering organization's Project 25 infrastructure, at no additional cost to the government.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at these Internet addresses: <http://www.arnet.gov> and <http://www.gsa.gov>.

Clause No.	FAR Clause No.	Title and Date
F.1.1	52.211-16	Variation In Quantity (APR 1984)
F.1.2	52.242-15	Stop-Work Order (AUG 1989)
F.1.3	52.242.17	Government Delay of Work (APR 1984)
F.1.4	52.247-34	F.O.B. Destination (NOV 1991)
F.1.5	52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2 Term Of The Contract

The effective period of this contract is from date of award through twelve months thereafter with four successive one-year option periods.

The contract type will be a Firm Fixed Price Indefinite-Delivery, Indefinite-Quantity (IDIQ) type of contract with fixed unit prices.

F.3 Option To Extend Term Of Contract (FAR 52.217-9) (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the contractor at any time within the term of the contract, provided that the Government gives the contractor a preliminary written notice of its intent to extend at least thirty (30) 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 sixty-six (66) months.

F.4 Delivery

The items required under each individual delivery order shall be delivered and received at destination within the timeframe specific in each order.

F.5 Place Of Performance

All contract performance shall be set forth in individual orders. Land mobile radio equipment shall be delivered to, and/or all maintenance and installation shall be performed at, the following locations: the contiguous United States; Alaska; Hawaii; District of Columbia; Guam; Virgin Islands; Puerto Rico; American Samoa; and Northern Marianas. Specific locations will be identified on individual delivery orders.

F.6 Notice To The Government Of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract will be set forth on individual delivery orders.

G.2 Contract Administration

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information.

This contract will be administered by:

[..\Government Points of Contact\Contracting Office.doc](#)

Written communications shall make reference to the contract number and shall be mailed to the above address.

G.2.1 Contracting Officer (CO)

(a) The Contracting Officer has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The CO may delegate certain specific responsibilities to its authorized representative--the Contracting Officer's Technical Representative (COTR). The CO may also designate an alternate COTR for this contract.

(b) The Contracting Officer's authorized representative, hereinafter referred to as the Contracting Officer's Technical Representative (COTR), for this contract will be identified by the Contracting Officer through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor.

G.2.2 Contracting Officer's Technical Representative (COTR)

(a) The Contracting Officer's Technical Representatives for this basic contract are:

[..\Government Points of Contact\Contracting Officer's Technical Representatives.doc](#)

(b) The COTR will represent the contracting officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the Government. The COTR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the specification, changes will be issued in writing and signed by the contracting officer.

(c) Delivery orders issued under this contract may identify a Sub-COTR, Designated Agency Representative, or other Government representative, who will be responsible for the day-to-day coordination of the delivery order. For some delivery orders, the COTR may function as the Sub-COTR.

(d) Although the COTR has the responsibility to inspect all deliverables and authorization to certify (but not reject or deny) any invoices for payment in accordance with Section G.10, these functions will normally be delegated to the Sub-COTR. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

G.2.3 Assignment Changes

The COTR and Sub-COTR assignments for this contract may be changed at any time by the Government without prior notice to the Contractor. However, the Contractor will be notified of the change.

G.3 Contractor Representatives

The Contractor shall identify below a Contract Administrator, Contract Manager and Project Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. These individuals will act for the Contractor for the duration of this contract or until the Contracting Officer has been notified by the Contractor in writing of their replacement.

G.3.1 Contract Administrator

(a) The Contract Administrator to be contacted for all contract administration matters:

Name: Link - LMR Contractors
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Contract Administrator shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The Contract Administrator shall have full authority to act for the contractor in all contractual matters.

G.3.2 Contract Manager

(a) The Contract Manager to be contacted for all service related issues:

Name: Link - LMR Contractors

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Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Contract Manager shall be responsible for coordination and oversight of all system use, training and service quality requirements under this contract and shall act as the central point of contact with the Government for all performance issues. The representative shall have full authority to act for the contractor in performing all contract requirements.

G.3.3 Program/Project Manager

(a) The Program/Project Manager to be contacted for all service related issues:

Name: Link - LMR Contractors
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Program/Project Manager shall be responsible for all technical issues, and the coordination and oversight of all technical requirements under this contract. The Program/Project Manager shall act as the central point of contact with the Government for all technical issues. The Project Manager shall have full authority to act for the contractor in performing all contract requirements.

G.4 Delivery Orders Issued Under Multiple-Award Contracts

All multiple awardees will be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to FAR 16.505(b). The Contracting Officer may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered.

Requests for offers may be forwarded via hard copy, facsimile, electronic commerce methods, or telephone. Requests for offers and the required responses will be tailored to the minimum level of detail necessary for adequate evaluation and selection for order placement. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within the time frame specified in the request. Issuance of an order may be based on evaluation of initial offers without discussions, or on evaluation of offers and discussions. Each order will be placed with the contractor that provides the best overall value to the Government.

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Orders will be placed against this contract via Electronic Data Interchange (EDI), facsimile, or hard copy. The Contractor will be required to deliver products and provide services as specified in each individual Specification/Statement of Work that will be attached to the orders. Orders will be issued on a firm fixed price basis. Each order will also contain agreed-to delivery and acceptance terms and conditions. Contractor performance will be reviewed during annual reviews and will affect the issuance of future orders under these multiple award contracts.

The Government has the right with any delivery order to require the contractors to submit an executive summary, technical proposal, and fixed price proposal, or any combination of the three.

Alternatively, or in addition, contractors may be given the opportunity to propose on a given delivery order by any of the following mechanisms:

1) The Contracting Officer may telephone contractors to identify contractor capacity to provide equipment and contractor's proposed fixed price under simple delivery orders requiring delivery of smaller quantities of equipment to a single location.

2) The Contracting Officer may telephone or issue written requests for written or oral offers for delivery orders requiring larger quantities of equipment to a single location or multiple locations.

Any written request for offer will include the following:

- A. The Specification/Statement of Work and the evaluation criteria that will be used to evaluate the offers, if required;
- B. The components of the offer (technical and/or cost or other factors) to be submitted; if required;
- C. Format for submission;
- D. Time frame for submission of the offer;
- E. Basis for selection;
- F. Any other relevant instructions to the contractor, including those regarding discussions.

Costs associated with the submittal of proposals for individual delivery orders shall not be reimbursed as direct charges against the contract.

The Contracting Officer's selection decision on each delivery order shall not be subject to the protest or dispute provisions of the contract, except for a protest that the delivery order increases the scope, performance period, or maximum value of the contract.

NOTE: Although the services described in C.7 are not mandatory, contractors that do not offer the installation services may be precluded from competition on delivery orders that include specific installation requirements.

G.5 Ordering–By Designated Ordering Official

The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, agency-level Contracting Officers may place orders after receiving a one-time written authorization from the Contracting Officer identified in G.2.

G.6 Remittance Address

The contractor shall indicate in the space provided below the address where payment should be mailed if different from the contractor's address:

Contact Contracting Office if required.

[..\Government Points of Contact\Contracting Office.doc](#)

G.7 Additional Payment/Invoice Provisions

Clauses G.8, Required Central Contractor Registration (IR1052-01-003), G.9, Electronic Funds Transfer (EFT) Payments (IR1052-01-001), and G.10, PAID System (IR1052-01-002), are specific to the Department of the Treasury and/or a Department of the Treasury Bureau. However, there may be similar requirements for other Government Agencies placing orders under this contract. Therefore, it is the Contractor's responsibility to ensure its compliance with similar Bureau or Agency requirements before orders can be placed.

G.8 Required Central Contractor Registration (IR1052-01-003)(Jan 2002)

The United States Department of the Treasury has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. (This clause does not apply to the Treasury Bureau known as the Comptroller of the Currency.) Accordingly, the following requirements apply to this contract.

- (a) Definitions. As used in this clause --
- (1) "Central Contractor Registration (CCR) database" means the primary Department of Defense (DoD) repository for contractor information required for the conduct of business with DoD.
 - (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.
 - (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4, if applicable, is in the CCR

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database; the DUNS number has been validated; and all edits have been successfully completed.

- (b)
 - (1) By submission of an offer, the offeror acknowledges the requirement that it must be registered in the CCR database prior to contract award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
 - (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award of a Treasury contract.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Following the Contractor's initial registration in CCR and receipt of any Treasury Department (excluding the Comptroller of the Currency) award of a contract, purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must directly notify the Contracting Officer of any of its changed mandatory business data in CCR within three business days of the change. (See the CCR Handbook at www.ccr.gov for the current mandatory registration data fields, or contact the CCR Assistance Center at 888-227-2423 or 616-961-4725.)
- (e) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov>, from the Defense Electronic Business Program Office (Defense e-Business) at contact.ccr@us.pwcglobal.com, from the CCR Assistance Center at 888-227-2423 or 616-961-4725, from the Defense Logistic Information Service at dlis_support@dlis.dla.mil.
- (f) Contractors such as some consultants and sole proprietorships that are small firms that would otherwise have no use for a Dun & Bradstreet (D&B) number, may use an alternative D&B registration method. If needing a D&B number principally for CCR registration, such a Contractor should call D&B toll-free at 800/333-0505, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration.

G.9 Electronic Funds Transfer (EFT) Payments (IR1052-01-001)

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

**Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020**

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, **if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.** Under this award, those contractors not registered in CCR but enrolled in EFT payments,

are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. **Contractors can e-mail notification of their changed CCR and EFT business information directly to:**
CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

G.10 PAID System (IR1052-01-002)

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access.

Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

G.11 Payment Provisions From The Federal Acquisition Regulations (FAR) Applicable To This Contract

(a) The FAR clause entitled Prompt Payment, 52.232-25 (FEB 2002), is made a part of this contract by reference.

(b) Subdivision (a)(6)(i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: Government acceptance of supplies or services furnished under this contract shall be deemed to have occurred constructively on the 30th calendar day after the date the supplies are delivered and received at the destination address, or services are rendered.

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(c) Invoices for supplies or services furnished under this contract shall be submitted as follows:

- Original copy to the Sub-COTR identified in the delivery order; and
- Information copy to the Contracting Officer that signed the delivery order.

Invoices may be submitted either with delivery of the last unit of the order or subsequent to delivery of the last required unit of the order, or, in the case of services on a quarterly basis or upon completion of the service. All invoices shall contain the contractor's Taxpayer Identification Number (TIN).

(d) The Government will certify the invoice for payment and forward the invoice to the Finance Office specified in the delivery order for payment with a conformed copy to the Contracting Officer that signed the delivery order. Negative inspection results will be reported immediately to the Contracting Officer. The Contracting Officer is the only individual authorized to reject an invoice.

(e) All invoices submitted for payment shall contain the following basic information:

1. Contract Number
2. Document Control Number/Delivery Order Number
3. Date of the invoice
4. Invoice Number
5. Date of equipment delivery, service was performed or job date
6. Contractor's complete mailing address, including zip code and telephone number
7. Contractor's Tax ID Number (TIN)

G.12 Reporting Requirements

G.12.1 Status Reports

On a monthly basis, the Contractor shall furnish the COTR and the Contracting Officer a summary of: 1) the total billed charges for the reporting period and the contract to date (differentiating between all agencies ordering against the contract), and 2) the remaining dollar obligation under the guaranteed minimum.

G.12.2 Summary of Ordered Equipment

With the delivery of each order, the contractor shall provide the COTR with an electronic data file containing information regarding the equipment and services provided under each order. The information shall be contained in an ASCII flat file that is either comma delimited (*.csv) or tab delimited (*.txt) between fields. The file should be capable of being imported into a range of common database formats. Data to be included in each electronic order summary shall include but not be limited to each shipped unit's model type, serial number, bar code number (if applicable), name of receiving agency, location of shipment, date of arrival, date of acceptance, and date warranty expires. The Government reserves the right to add or delete required data and fields to meet its inventory and property management requirements. The

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contractor shall provide the electronic order summary to the COTR within 5 days of equipment or service acceptance by the receiving agency. Table G-1 shows the data fields required for each shipment summary.

Table G-1, Shipment Summary Data Requirements

Shipment Summary Data Requirements	
Field	Data Description
1	Model Type
2	Serial Number
3	Vendor Bar Code Number (If Applicable)
4	Government Bar Code Number (If Applicable)
5	Receiving Agency
6	Shipping Location
7	Date of Arrival
8	Date of Acceptance
9	Warranty Expiration Date

G.13 Task/Delivery Order Contract Ombudsman (March 1996)

(a) In accordance with 41 U.S.C. 253j(e), the IRS Task/Delivery Order Contract Ombudsman is the Chief, Policy and Procedures Branch, Office of Procurement Policy.

(b) Ombudsman Responsibilities:

- (1) address contractor concerns regarding compliance with the award procedures for task/delivery orders;
- (2) review contractor complaints on task/delivery order contracts;
- (3) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and
- (4) when requested, maintain strict confidentiality of the vendor/contractor requesting assistance.

(c) Exceptions:

The Ombudsman shall not participate in:

- (1) the evaluation of proposals submitted on the basic contract;
- (2) the source selection process on the basic contract; or
- (3) the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

(d) Interested parties may contact the Task/Delivery Order Contract Ombudsman by calling the Office of Procurement Policy at (202) 283-1310 or in writing at:

Internal Revenue Service
 Office of Procurement Policy A:P:P
 6009 Oxon Hill Road
 Oxon Hill, MD 20745

SECTION H – SPECIAL CONTRACTING REQUIREMENTS

H.1 Authorized Users

This contract is for the use by the Department of the Treasury and the Department of Justice. The contract is also available for use by the following agencies: Executive Office of the President, U.S. Department of Agriculture, U.S. Department of Commerce, U.S. Department of Education, the Federal Reserve, U.S. General Services Administration, U.S. Department of Health and Human Services, U.S. Department of Homeland Security, U.S. Department of Housing and Urban Development, U.S. Department of the Interior, Social Security Administration, U.S. Department of State, Supreme Court of the United States, U.S. Department of Transportation, U.S. Department of Veterans Affairs, White House Communications Agency and those added in accordance with G.5.

H.2 Minimum Dollar Guarantee and Maximum Contract Limitation

The Government's minimum dollar obligation under this contract is \$25,000, inclusive of the option years. The contract minimum shall be obligated by separate delivery order(s) issued during the base period of the contract or within 12 months of successful completion of the first article testing in E.2, whichever is later.

The maximum cumulative dollar value of all contracts in this multiple award procurement is established at \$3,000,000,000, of which \$2,000,000,000 is reserved for the Departments of Treasury and Justice.

H.3 New, Improved, or Additional Equipment or Services (Technology Refreshment Included)

The incorporation of new, improved, or additional equipment or services into the contract shall be undertaken by contract actions in accordance with the terms of this contract. Decisions to add new, improved, or additional services will be made by the Government.

After contract award, the Government may solicit, and the Contractor is encouraged to independently propose, new, improved or additional features, technology or service enhancements and renewal, and other services that will guarantee maintenance and support of the Government's changing needs. These new, improved or additional services may be offered or requested to improve performance, meet new Government needs, save money, increase customer satisfaction, increase efficiency, and for any other purpose which presents an advantage to the Government.

The Contractor shall propose new equipment or service offerings to the Government within thirty (30) calendar days after it becomes available in the geographical area covered by this contract. The proposal shall be submitted to the CO and COTR concurrently.

As part of any action or proposed change under this clause, the contractor shall submit a complete proposal to the Contracting Officer for consideration and evaluation. Proposed actions that are acceptable to the Government may be processed as modifications to the contract. All proposed actions must support the mission requirements for the Government, and remain within the general scope of this contract.

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The Contractor's proposal shall contain the following information, as a minimum:

1. Detailed technical description of the proposed changes and technical literature. A detailed comparison of the existing technology with the proposed new or improved service change and comparative advantages and disadvantages of each, if any.
2. Itemized list of (i) each contract requirement including delivery schedules, or completion dates that would be effected by the proposed change and (ii) portions of the contract that must be modified if the proposal is adopted.
3. An estimate of the modification in performance (time). A fixed price (total cost), if any, that will result from acceptance of the modification.
4. An evaluation of the effects that the proposed modification would have on collateral price or costs to the Government, such as government-furnished property, price or cost, price or cost of related items, and price or costs of maintenance, operations and conversion (including Government premise equipment.)
5. Documentation and certification to support that the proposed prices for the changes –
 - (a) equate to a discount(s) that are equal to or greater than the discount(s) established at the time of award;
 - (b) maintain the Government's relative standing compared to the Contractor's other customers established at the time award;
 - (c) do not exceed a GSA schedule contract price, if any, or that offered to a most favored customer under similar terms and conditions.
6. Documentation and certification to support the commercial availability of the item proposed and the prices at which the items are and have been sold.

The Government shall not be liable for costs incurred in a proposal preparation or for financial harm attributable to review, acceptance, or rejection of any proposal submitted in accordance with any provisions of this clause. The Contractor shall state in its proposal a minimum proposal acceptance period of ninety (90) calendar days.

The proposed new, improved, or additional services that are accepted by the Government will be processed as modifications to the contract. The Contractor is cautioned that until a modification is executed, the Contractor is obligated to perform according to the existing contract.

H.4 Product Substitutions

In the event that products are no longer available, manufacturer discontinued, obsolete, or not cost effective to the Government, in the replacement of that product the Contractor shall provide substitutions that meet the following criteria:

- (a) The functional and technical characteristics are equal to or better than the original product.
- (b) The price is equal to or less than the price of the product it is to replace.
- (c) The requirement of being a commercial product.

The Contractor shall provide sufficient detailed information to corroborate the substitution. The replacement product must be approved in writing by the Contracting Officer

and modified into the contract. The substitution shall not cause any negative impact to any Government's system or application, or cause increase in costs to the Government, as determined by the Government.

H.5 Warranty

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for the time specified in the contractor's commercial warranty or a period of eighteen (18) months after acceptance of each piece of equipment, whichever is greater—

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) The contractor shall either restore to proper operating condition or replace any defective unit within thirty (30) calendar days after receipt of the Government's notification of a breach of warranty. The contractor shall complete all warranty work without charge for labor, materials, or shipping. **The contractor shall provide, in accordance with this warranty provision and at no additional cost to the Government, all software enhancements, upgrades, and corrections during the life of this warranty.** When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. However, the contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

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(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 calendar days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the contractor's expense and return all nonconforming supplies to the contractor for correction or replacement.

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(C) Require the contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the contractor the cost occasioned to the Government thereby if the contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the contractor's account in a reasonable manner. The Government is entitled to reimbursement from the contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

H.6 Disclosure of “Official Use Only” Information Safeguards (IRSAP 1052.224-9000)(DEC 1988))

Any Government information made available or to which access is provided, and which is marked or should be marked “Official Use Only”, shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the contractor or subcontractor at any tier shall require prior written approval of the Contracting Officer. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

H.7 Disclosure of Information--Official Use Only (IRSAP 1052.224-9001)(DEC 1988)

Each officer or employee of the Contractor or subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be

used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

H.8 Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

H.9 Advertisements, Publicizing Awards and News Releases

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Additionally, 18 U.S.C. 709 contains specific prohibitions on use of specific agencies names, acronyms, logos, emblems, etc., in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the said agency, without the express written consent of the official designated in 18 U.S.C. 709. Violations may be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

H.10 Procedures for Correspondence

All correspondence shall be subject to the following procedures:

(a) Technical correspondence shall be addressed to the Contracting Officer’s Technical Representative (COTR) or his designated representative with information copies to the Contracting Officer.

(b) All other correspondence, e.g., request for waivers, deviations, or modifications to

the requirements, and terms and conditions of this contract, shall be addressed to the Contracting Officer with an information copy to the COTR or his designated representative (see Section G).

H.11 Incorporation of Certifications

The Contractor's completed Section K—Representations, Certifications and Other Statements of Offerors, is hereby incorporated into the contract by reference with the same force and effect as if set forth in full text.

H.12 Personnel Access

All Contractor personnel requiring access to the Government's sites will be subject to the security clearance procedures set forth in this Section H.14—Minimum Background Investigation (MBI) (Contractor Personnel Screening Requirements).

H.13 Contractor's Employees Identification

During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on site Contractor personnel shall abide by security regulations applicable to that site.

H.14 Minimum Background Investigation (MBI) (Contractor's Personnel Screening Requirements)

INVESTIGATION FOR STAFF-LIKE ACCESS TO GOVERNMENT FACILITIES, SENSITIVE SYSTEMS OR INFORMATION

A Minimum Background Investigation will be conducted by the Government, when applicable. Investigation requirements will include: (a) A Security Investigation Index Search of National Agencies; (b) Criminal record checks covering a five year period of residency and employment; (c) a credit check; and (d) employment and reference vouchers.

- (a) General.

Contractor personnel who will be granted staff-like access to Government facilities, sensitive Government systems or sensitive Government information will be required to undergo a Minimum Background Investigation (MBI) unless a delivery order specifies elsewhere that another type of investigation is more suitable to the circumstances. Any Contractor's employee who is required to have an investigation shall not be permitted to work on this contract without required investigation. Access to Government facilities, information systems, security items and

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products, and sensitive but unclassified information may be denied or revoked by the Government based upon unsanctioned, negligent, or willful act on the part of the Contractor or the Contractor's employees.

Prior to beginning any work under a task order, all identified Contractor's employee(s) will undergo a security screening (which ranges from minimal checks to a full background investigation). Upon favorable completion of the security screening, the Contractor employee(s) will be permitted staff-like access to Government facilities, systems, and equipment, as applicable to task order performance.

Investigations which reveal derogatory information about a Contractor employee, including but not limited to conviction of a felony, a crime of violence or a serious misdemeanor; and a record of arrests for continuing offense, may be sufficient cause to deny or revoke staff-like access for that employee under the task order.

Individual security clearances by the Defense Security Service (DSS, formerly known as DISCO), a clearance granted or an investigation approved by the Department of the Treasury, another Treasury's Bureau, or another federal agency, may be acceptable in lieu of a new investigation. Determination of acceptability of another Government agency's clearance or investigation will be made by the cognizant agency security office. To verify the acceptability of another agency favorable investigation, the Contractor shall submit the forms or information needed, according to instructions provided by the Contracting Officer's Technical Representative (COTR).

At the Government's discretion, the Contractor's personnel may be permitted to have escort access in lieu of an investigation, or while an investigation is in process. In these circumstances, the COTR will notify the Contractor of the names of the individuals who are being granted such access, and if other conditions on access may apply.

(b) Definitions.

(1) Staff-like Access. Unescorted access to government owned or controlled facilities, information systems, security items and products (and determined by Government officials), and/or sensitive but unclassified information by Contractor personnel.

(2) Lawful Permanent Resident. Any individual who is not a citizen or national of the United States (U.S.) who has been lawfully admitted into the U.S. and accorded the privilege of residing permanently in the U.S. as an immigrant in accordance with the immigration laws, such status not having changed.

(c) Citizenship-related requirements.

Every Contractor employee working on the sensitive applications of task orders shall satisfy at least one of the following requirements: (1) be a U.S. citizen; or (2) be a lawful permanent resident of the U.S.

(d) Approval process.

Within ten (10) calendar days after contract award, issuance of a task order, or other

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award notice by the Contracting Officer, as applicable, the Contractor shall provide the Contracting Officer (C.O.) a list of names of all applicable Contractor employees who will undergo investigations (including: Social Security number; date of birth; place of birth; and the Government location(s) for which access is requested). For Contractor employees who have a valid DSS (formerly DISCO) clearance, the Contractor shall submit a copy of DSS Form 560, Letter of Consent. If the Form 560 is not available, contact the Contracting Officer for instructions on information that can be submitted to verify validity of the clearance. To obtain an investigation, the Contractor shall submit the forms or information needed for requesting investigations, according to instructions provided by the Contracting Officer. Completed forms shall be returned to the Contracting Officer by a date acceptable to the C.O. The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) pertaining to verification of the information provided on the security forms.

Upon completion of the investigation process, the COTR, after consultation with the appropriate agency officials, shall notify the Contractor in writing of the individual eligibility or ineligibility to work on the delivery order. The Contractor is responsible of ensuring that such investigations are requested as necessary for the performance of the delivery orders. Additionally, the C.O. shall provide a notice in writing to the employee of the general nature of the adverse information that formed the basis for the decision. If Contractor personnel will be working on-site in any Government office, the Contractor shall comply with the requirements of the Clearance of Personnel clause, and obtain building passes for those personnel.

(e) Adverse Information and Revocation of Access.

A Contractor employee on whom unfavorable or derogatory information has been developed during a background investigation must be confronted with the information and offered an opportunity to refute, explain, clarify or mitigate the information in questions. However, if after final adjudication, a determination is made to deny or revoke staff-like access to the employee, that person will be formally notified and informed of the decision and the reason (s). The decision to deny or revoke access is not intended to imply that the Contractor employee is otherwise unsuitable for employment by the Contractor. The Government shall not release to the Contractor adverse information developed in these background investigations. The Government Personnel Security Officers determination to deny or revoke Contractor employee access is final, as Treasury guidelines do not provide for an appeal of such determination.

(f) Non Disclosure Agreement.

The Contractor shall require that any employee who may have access to the information systems identified in the contract or task order specifications sign a nondisclosure agreement. These agreements shall be signed by the employee before they are assigned to a delivery order and shall be maintained in the Government contract file for a period of three years after final payment under the task order. A sample agreement, if necessary, may be provided upon request.

(g) Non Disclosure of Information.

Neither the Contractor nor any of its employees shall inspect, divulge, or release data or information developed or obtained during performance of the task orders, except to authorized

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Government personnel with an established need to know or upon written approval of the Contracting Officer. Information contained in all source documents and other media provide by the Government are the sole property of the Government.

(h) Delivery/Task Order Performance.

If the Government receives disqualifying information on a Contractor's employee, the Contractor, upon written notice, will immediately remove the employee from work on the task order. Contractor's employees may be barred from working on the task order for failing to meet or maintain the suitability standards. Failure to comply with the terms of this clause may result in termination for default.

(i) Notification.

The Contractor shall immediately notify the Contracting Officer's Technical Representative (COTR) in writing, with a copy to the Contracting Officer, whenever a cleared employee terminates employment or is no longer working on a task order. The Contractor shall also provide the information described in paragraph (d) of this clause for those employees who may be reassigned or added to work on a task order during the period of performance. The Contractor shall also immediately notify the Contracting Officer of any breach or suspected breach of security or any unauthorized disclosure of the information contained in the information system specified in the task order.

(j) Subcontracts.

The Contractor shall incorporate this clause in all subcontracts, subcontract tasks or delivery orders or other subcontract performance instrument where the requirements specified in paragraph (a) of this clause are applicable to performance of the subcontract.

H.15 Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business Concerns Subcontracting Program Support

Because of the size of this acquisition, the Government anticipates subcontracting opportunities for small, HUBZone small, small disadvantaged, and women-owned small business concerns. The Contractor shall provide a Subcontracting Plan that conforms to the requirements in Section J. The Government intends to monitor the contractor's adherence to the Subcontracting Plan and continually work to ensure the maximum practicable participation of small, HUBZone small, small disadvantaged, and women-owned small business concerns in the LMR acquisition. In support of this effort, the Contractor shall provide every six months to the Contracting Officer, the following:

- (a) A concise written summary of progress in the Contractor's subcontracting outreach program as described in the Contractor's Subcontracting Plan.
- (b) A list of types of subcontract awarded and any letters of commitment.
- (c) An updated checklist that tracks adherence to the provisions of the Subcontracting Plan.

(d) Periodic meetings with representatives of the Contracting Office, the Program Management Office, and the Small Business Administration to discuss the Contractor's activity in the Contractor's subcontracting program.

In addition the requirement to file a Standard Form (SF) 294—Subcontracting Report for Individual Contracts and SF 295—Summary Subcontract Report, the Contractor shall provide the small business specialist and the Contracting Officer subcontracting report backup data. The backup data shall consist of a spreadsheet showing in chronological order of subcontract award, the work activities, the dollar value of each subcontract, and the name and size of the business concern to which the subcontract was awarded. The information in the backup data shall correlate with the Contractor's SF 294 and SF 295 Subcontracting Reports.

H.16 Section 508 Compliance

The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to his product line.

The offeror must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first."

Information about Section 508 can be obtained at www.section508.gov.

H.17 Post Award Conference

The Contractor shall participate in a post award conference that will be held within ten (10) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (see FAR Subpart 42.5).

The Contracting Officer is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives (e.g., COTR, CO, Sub-COTRs, etc.) and the Contractor. The Contracting Officer will designate or act as the chairperson at the conference. The chairperson of the conference shall conduct the meeting.

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The Contracting Officer may make commitments or give directions within the scope of his/her authority and shall put in writing and sign any commitment or direction, whether or not it changes the contract. Any change to the contract that results from the post award conference shall be made only by a contract modification referencing the applicable terms of the contract. Participants without authority to bind the Government shall not take action that in any way alters the contract. The chairperson shall include in the conference summary report all information and guidance provided to the Contractor.

The prime Contractor is generally responsible for conducting post award conferences with subcontractors. However, the prime Contractor may invite Government representatives to those conferences.

(End of Section)

SECTION I - CONTRACT CLAUSES

I.1 Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses: <http://www.arnet.gov>.

Clause No.	Title and Date
52.202-1	Definitions (DEC 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995) Alt I
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
1052.203-12	Limitation on Payments to Influence Certain Federal Transactions (DEVIATION) (JAN 1990)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records–Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-18	Ordering (OCT 1995). Fillin: Date of award through last day of contract period, as renewed.
52.216-19	Order Limitations (OCT 1995) Fillins:(a) \$2500 (b)(1) N/A 2) N/A 3) N/A (d) 3
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 3 months.
52.217-7	Option for Increased Quantity-Separately Priced Line Item (MAR 1989)
52.217-8	Option to Extend Services (NOV 1999) Fillin: Within 60 days
52.217-9	Option to Extend the Term of the Contract (MAR 2000) Fillins: (a) 60 days; (b) 60 days; (c) 5 years
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)

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52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Disadvantaged Business Subcontracting Plan (JAN 2002)
52.219-16	Liquidated Damages--Small Business Subcontracting Plan (JAN 1999)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (MAY 2001)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999)
52.222-3	Convict Labor (AUG 1996)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001))
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release (OCT 2000)
52.225-5	Trade Agreements (FEB 2002)
52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-19	Commercial Computer Software – Restricted Rights (JUN 1987)
52.229-3	Federal, State, and Local Taxes (JAN 1991)
52.229-5	Taxes–Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)

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52.232-25	Prompt Payment (FEB 2002)
52.232-37	Multiple Payment Arrangements (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987)
52.245-2	Government Property (Fixed-Price Contracts) (DEC 1989)
52.246-23	Limitation of Liability (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price)(SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

I.2 SF 294 and SF 295 Reporting (1052.219-70)(1997)

In accordance with the clause entitled “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan” in Section I and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer (address shown on front of contract)	Original	Original
Small Business Specialist Internal Revenue Service 6009 Oxon Hill Road Suite 700, Constellation Centre Oxon Hill, MD 20745	Copy	Copy
Department of the Treasury Office of Small Business Programs (MMD) 1500 Pennsylvania Avenue, NW Attn: 1310 G/400 West Washington, DC 20220	N/A	Copy

I.3 Department Of The Treasury Mentor-Protégé Program (1052.219-73) (1019.202-70) (JAN 2000)

Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé program. Mentor firms provide small business protégés with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms, are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

I.4 Availability Of Funds For The Next Fiscal Year (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.5 Payment by Electronic Funds Transfer-Central Contractor Registration (FAR 52.232-33)(May 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

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- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(END OF SECTION)

SECTION J - ATTACHMENTS

Attachment (1) Standards and Related Information

Attachment (2) Subcontracting Plan

Note: Individual contracts may contain additional attachments.

Standards and Related Information:

The Project 25 Standards are available in the form of a CD-ROM, published by the Telecommunications Industry Association (TIA) as the 102 –Series Documents. This CD may be obtained by contacting:

© TELECOMMUNICATIONS INDUSTRY ASSOCIATION
Standards and Technology Department
2500 Wilson Boulevard
Arlington, VA 22201

The price for this information may be obtained from the catalog of EIA, JEDEC and TIA Standards and Engineering Publications, or by calling:

Global Engineering Documents
USA and Canada (1-800-854-7179)
International (303-397-7956)

This information includes the APCO Project 25 Overview, a General System Model, other applicable standards, a Glossary, and a Statement of Requirements. While all reasonable efforts have been made to ensure the accuracy of this document, it should be understood that significant work remains in fully developing the APCO Project 25 family of standards and bulletins, and that this documentation will be updated as necessary to ensure an accurate representation of APCO Project 25 systems as other implementation requirements become available.

The following Standards contain provisions that, through reference in the TIA-102 Series of specifications, constitute provisions of this Interim Standard. At the time of publication, the editions indicated were valid. All standards are subject to revision, and parties to agreements based on this Interim Standard are encouraged to investigate the possibility of applying the most recent editions of the standards indicated below:

ANSI and TIA maintain a register of currently valid national standards published by them. These standards include:

- MIL-STD-810E, *Military Standard, Environmental Test Methods and Engineering Guidelines*, 14 July 1989
- MIL-STD-167-1(SHIPS), *Military Standard, Mechanical Vibrations of Shipboard Equipment*, 1 May 1974
- TIA/EIA/IS-102.CAAA, *C4FM or CQPSK Digital Transceiver Methods of Measurement*, May 1997
- 47 CFR, *Code of Federal Regulations, Telecommunications*, October 1, 1996
- *Manual of Regulations and Procedures for Federal Radio Frequency Management*

Two performance levels have been identified within the existing TIA 102 Series of specifications for certain equipment characteristics. These performance levels are identified as Class A and Class B. The performance level of Class B is comparable to the performance level for 12.5 kHz analog radio equipment in TIA/EIA-603-1, *Land Mobile FM or PM Communications Equipment*. Class A describes a higher level of performance for more stringent applications. Should Federal Communications Commission (FCC) requirements as listed in 47 CFR, *Code of Federal*

Regulations, Telecommunication, become more stringent than any standard contained herein, the FCC requirements will supersede the Class A and Class B requirements.

Patents, Patent Rights, and Licensing

The prospective offeror's attention is called to the possibility that compliance with the APCO/NASTD/FED APCO Project 25 Standard, or any TIA standard for equipment conforming to the APCO/NASTD/FED APCO Project 25 Standard, may require the use of one or more inventions covered by patent rights. By publication of those standards and bulletins, if any, the US Department of Treasury takes no position with respect to the validity of those claims or any patent rights in connection therewith. However, the patent holders identified herein have filed statements declaring their willingness to grant licenses to these patents. These licenses will be made available by the patent holders on reasonable and nondiscriminatory terms and conditions to applicants desiring to obtain such licenses. Details may be obtained from the publisher or patent holder.

The following patent holders and patents have been identified in accordance with the TIA intellectual property rights policy, however, neither TIA nor the US Department of Treasury shall be responsible for identifying patents for which licenses may be required by this document, or for conducting inquiries into the legal validity or scope of those patents.

- Motorola Inc. -- Patent Nos. US 5,377,229; US 5,271,017; US 5,185,796; US 5,148,482; US 4,636,791; US 4,590,473
- Ericsson Inc. -- Patent Nos. US 4,757,536
- Digital Voice Systems Inc. (DVSII)

Details regarding the DSVI patents may be obtained by contacting DVSII as indicated below.
Digital Voice Systems, Inc.
One Van de Graaf Drive
Burlington, MA 01803 USA
Phone: (617) 270-1030
Fax: (617) 270-0166