

**A. Federal Reserve Bank of New York** (Jay Bernstein, Bank Supervision Officer) 33 Liberty Street, New York, New York 10045-0001:

1. *NBT Bancorp, Inc.*, Norwich, New York, to merge with CNB Bancorp, Inc., and thereby indirectly acquire City National Bank and Trust Company, both of Gloversville, New York.

**B. Federal Reserve Bank of San Francisco** (Tracy Basinger, Director, Regional and Community Bank Group) 101 Market Street, San Francisco, California 94105-1579:

1. *Zions Bancorporation*, Salt Lake City, Utah; to acquire 100 percent of The Commerce Bank of Oregon (in organization), Portland, Oregon.

Board of Governors of the Federal Reserve System, August 16, 2005.

**Robert deV. Frierson,**

*Deputy Secretary of the Board.*

[FR Doc. 05-16561 Filed 8-19-05; 8:45 am]

BILLING CODE 6210-01-S

## FEDERAL RESERVE SYSTEM

### Formations of, Acquisitions by, and Mergers of Bank Holding Companies; Correction

This notice corrects a notice (FR Doc. 05-16089) published on page 53354 of the issue for Tuesday, August 9, 2005.

Under the Federal Reserve Bank of Cleveland, the entry for Rurban Financial Corporation, Defiance, Ohio, is revised to read as follows:

**Federal Reserve Bank of Cleveland** (Cindy West, Manager) 1455 East Sixth Street, Cleveland, Ohio 44101-2566:

*Rurban Financial Corporation*, Defiance, Ohio; to merge with Exchange Bancshares, Inc., and thereby acquire The Exchange Bank, both of Luckey, Ohio.

Comments on this application must be received by September 8, 2005.

Board of Governors of the Federal Reserve System, August 16, 2005.

**Robert deV. Frierson,**

*Deputy Secretary of the Board.*

[FR Doc. 05-16563 Filed 8-19-05; 8:45 am]

BILLING CODE 6210-01-S

## FEDERAL RESERVE SYSTEM

### Notice of Proposals to Engage in Permissible Nonbanking Activities or to Acquire Companies that are Engaged in Permissible Nonbanking Activities

The companies listed in this notice have given notice under section 4 of the Bank Holding Company Act (12 U.S.C. 1843) (BHC Act) and Regulation Y (12

CFR Part 225) to engage *de novo*, or to acquire or control voting securities or assets of a company, including the companies listed below, that engages either directly or through a subsidiary or other company, in a nonbanking activity that is listed in § 225.28 of Regulation Y (12 CFR 225.28) or that the Board has determined by Order to be closely related to banking and permissible for bank holding companies. Unless otherwise noted, these activities will be conducted throughout the United States.

Each notice is available for inspection at the Federal Reserve Bank indicated. The notice also will be available for inspection at the offices of the Board of Governors. Interested persons may express their views in writing on the question whether the proposal complies with the standards of section 4 of the BHC Act. Additional information on all bank holding companies may be obtained from the National Information Center website at [www.ffiec.gov/nic/](http://www.ffiec.gov/nic/).

Unless otherwise noted, comments regarding the applications must be received at the Reserve Bank indicated or the offices of the Board of Governors not later than September 6, 2005.

**A. Federal Reserve Bank of New York** (Jay Bernstein, Bank Supervision Officer) 33 Liberty Street, New York, New York 10045-0001:

1. *NordDeutsche Landesbank Girozentrale*, Hannover, Germany; to engage *de novo* through its subsidiary, Nord/LB Financial Services LLC, in financial advisory services, pursuant to Sections 225.28(b)(1),(6) and (7) of Regulation Y.

Board of Governors of the Federal Reserve System, August 16, 2005.

**Robert deV. Frierson,**

*Deputy Secretary of the Board.*

[FR Doc. 05-16562 Filed 8-19-05; 8:45 am]

BILLING CODE 6210-01-S

## GENERAL SERVICES ADMINISTRATION

### [GSAR 2005-N02]

#### General Services Administration Acquisition Regulation; White Paper—Adding Ancillary Repair and Alteration Services to the General Services Administration Schedules Program

**AGENCIES:** Office of the Chief Acquisition Officer, General Services Administration (GSA).

**ACTION:** Notice with a request for comments.

**SUMMARY:** The General Services Administration (GSA) is considering adding ancillary Repair and Alteration

(R&A) services to the GSA Schedules Program. The Federal Acquisition Regulation (FAR) describes R&A services as a subset of construction services. As such, the GSA Schedules Program has not been able to provide fully-integrated solutions that often involve R&A services. The GSA requests that interested parties provide comments.

**DATES:** Interested parties should submit written comments to the FAR Secretariat on or before October 21, 2005 to be considered in the formulation of a final rule.

**ADDRESSES:** Submit comments identified by GSAR notice 2005-N02 by any of the following methods:

- Federal eRulemaking Portal: <http://www.regulations.gov>. Follow the instructions for submitting comments.

- Agency Web Site: <http://www.acqnet.gov/GSAM/gsamproposed.html>. Click on Proposed Rules, and the GSAR Case number to submit comments.

- E-mail: [gsarnotice.2005-N02@gsa.gov](mailto:gsarnotice.2005-N02@gsa.gov). Include GSAR notice 2005-N02 in the subject line of the message.

- Fax: (202) 501-4067.

- Mail: General Services Administration, Regulatory Secretariat (VIR), 1800 F Street, NW., Room 4035, Attn: Laurieann Duarte, Washington, DC 20405.

**Instructions:** Please submit comments only and cite GSAR notice 2005-N02 in all correspondence related to this notice. All comments received will be posted without change to <http://www.acqnet.gov/far/ProposedRules/proposed.htm>, including any personal and/or business confidential information provided.

**FOR FURTHER INFORMATION CONTACT:** The Regulatory Secretariat (VIR), Room 4035, GS Building, Washington, DC 20405, (202) 208-7312, for information pertaining to status or publication schedules. For clarification of content, contact Ms. Linda Nelson, Procurement Analyst, at (202) 501-1900 or by e-mail at [linda.nelson@gsa.gov](mailto:linda.nelson@gsa.gov). Please cite GSAR notice 2005-N02.

#### SUPPLEMENTARY INFORMATION:

##### A. Background

GSA invites the general public and other Federal agencies to comment on the following White Paper that includes specific questions at the end. In particular, GSA encourages comments regarding its impact on small businesses.

Dated: August 11, 2005.

**Roger D. Waldron,**

*Acting Senior Procurement Executive, Office of the Chief Acquisition Officer, General Services Administration.*

### **White Paper—Adding Ancillary Repair and Alteration Services to the GSA Schedules Program**

The General Services Administration (GSA) is considering the possibility of adding ancillary Repair and Alteration (R&A) services to the GSA Schedules Program. Over the past several years, we have become increasingly aware of a growing number of customer requirements that fall within the scope of the GSA Schedules but which require ancillary R&A services. Historically, the GSA Schedules have not provided an avenue by which a customer could obtain these combined requirements. Consideration of adding ancillary R&A services is an attempt to extend the benefits realized through the GSA Schedules Program and to offer one-stop, total solutions to our customers.

The first step is to determine whether GSA should add ancillary R&A services to the GSA Schedules Program. Should GSA decide to proceed, the next step is to determine the best approach for implementation. The implementation options GSA is examining include: (a) Adding a new Special Item Number (SIN) to existing GSA Schedules, (b) create a new Schedule, or (c) utilizing any other viable alternative to incorporate R&A services to the GSA Schedules Program.

The North American Classification System (NAICS) and the Federal Acquisition Regulation (FAR) describe R&A services as a subset of construction services. Contractors that are engaged in this industry are commonly known as general contractors (NAICS Subsector 236), or specialty trade contractors (NAICS Subsector 238). General contractor types may arrange the performance of separate parts of the project through subcontracts with other contractors. The specialty trade contractors perform a specific component (e.g., electrical work, painting) of the project. They often perform remodeling and repair type tasks associated with purchase of various other supplies or services (visit <http://www.census.gov/epcd/www/naics.html> for additional information on NAICS codes).

The following is a sample of GSA schedules that include supplies or services whose purchase often requires the associated performance of ancillary R&A services: Furniture Schedules 71-I (Office Furniture), 71-II (Household and Quarters Furniture), 71-II-H

(Packaged Furniture), 71-II-k (Comprehensive Furniture Management Services), 71-III (Special Use Furniture), 72-I-A (Floor Coverings) and 72-II (Furnishings); and Schedule 70 (Information Technology). A thorough analysis of the current Schedules to determine which require inclusion of ancillary R&A services will be conducted upon decision to proceed. A complete listing of current GSA Schedules is available on the Schedules e-Library ([www.gsa.gov/e-library](http://www.gsa.gov/e-library)).

Given the GSA Schedules identified above, the following scenario realistically describes the current challenge a customer faces when acquiring supplies and services covered by the GSA Schedules that require ancillary R&A services: An agency customer purchases new office furniture using GSA Schedule 71-I and new computers using Schedule 70. The customer's requirement also includes room alterations to accommodate the new furniture and installation of network cable for the new computers. Thus, the customer's total solution requires ancillary R&A type tasks associated with the purchase of office furniture and computers. The current GSA Schedule model fails to provide customers with the integrated program design necessary to achieve the total solution needed because the above-mentioned customer must procure additional R&A services to—

- Alter a wall to appropriate the new furniture: a general contractor, NAICS 236210 (Industrial Building Construction—Addition, Alteration and renovation, general contractors); and
- Install computer and network cable for the new computers: A specialty trade contractor, NAICS 238210 (Electrical Contractors—Computer and network cable installation).

Currently, when utilizing the GSA Schedule to procure the principal supplies and services, the customer must acquire the ancillary R&A services from another procurement vehicle. As a result of the need to conduct an additional procurement, the customer is subject to inefficiencies, increased costs, unnecessary complexities as well as delay in realizing the end results. Adding ancillary R&A services to the GSA Schedule would allow GSA to provide the customer with a one-stop, total solution process.

This document discusses the various relevant issues such as: Statutory/regulatory considerations, scope, pricing, competition, and clause applicability. Additionally, a primary GSA concern is the impact this initiative will have on small business.

GSA seeks comments from all stakeholders, and in particular, from small businesses to determine both the feasibility of this effort and how best to achieve the desired results.

### **I. The GSA Schedules Program**

#### *Overview*

In a general sense, the role performed by the GSA under the GSA Schedules Program is that of a market maker, providing industry and customer agencies the necessary vehicles to come together and transact their business. Specifically, the GSA Schedules Program provides Federal agencies with a simplified process for obtaining commonly used commercial supplies and services at prices associated with volume buying. GSA awards indefinite delivery contracts to commercial firms to provide supplies and services at stated prices for given periods of time.

GSA schedule contracts are firm fixed price or firm fixed price with economic price adjustment type. They are typically evergreen (awarded with a 5-year base period and three 5-year options) and include conditions under which a contractor may offer price discount to authorized users without triggering mandatory across-the-board price reduction.

Prior to awarding a schedule contract, GSA determines the contractor to be responsible in accordance with FAR subpart 9.1, negotiates and approves an acceptable subcontracting plan for large businesses, and negotiates and awards fair and reasonable pricing based on the firm's Most Favored Customer rates. Because GSA performs much of the up-front work, agencies then benefit from a streamlined ordering process.

Under the GSA Schedules Program's continuous open solicitation policy, offers for commercial supplies or services may be submitted at any time. Similarly, contractors may request to add supplies/services to their contracts at any time during the term of their contract.

#### *GSA Schedule Pricing Policies*

Because GSA Schedule contracts are awarded under commercial terms and conditions, GSA uses a price-based approach to negotiate contract pricing. This approach relies on the prices of the supplies/services that are the same or similar to those in the commercial marketplace. Under this approach, submission of cost or pricing data is not required.

GSA's negotiation objective is to receive prices that are equal or better than a company's "Most Favored Customer" pricing. To arrive at a price

that the Government considers fair and reasonable, offerors are required to submit information pertaining to their commercial sales and discounting practices using the Commercial Sales Practices Format (see Attachment) that is included in each GSA Schedule solicitation.

Under the Economic Price Adjustment clause, Schedule contractors may increase or decrease prices according to their commercial practice. Price decreases may be submitted at any time during the contract period. Price increases, resulting from a reissue or modification of the contractor's commercial catalog that formed the basis for award, can only be made effective on or after the initial 12 months of the contract period, and then periodically thereafter for the remainder of the contract term.

#### *The Ordering Process*

The GSA Schedules Program provides a streamlined ordering process for customer agencies. The specific ordering requirements that a customer must follow are governed by whether the requirement is for supplies or for services and the dollar value of the order. The ordering procedures are contained in FAR subpart 8.405-1 and 8.405-2 and may be accessed via the following Web site: <http://www.acqnet.gov/far/>.

A unique feature of the GSA Schedules Program is the Maximum Order Threshold (MOT). The MOT represents the level above which customers should seek additional price reductions from Schedule contractors. Contractors are not required to accept orders above the MOT, but they may elect to accept any size order.

The GSA Schedules Program also affords contractors an opportunity to join with other Schedule contractors in teaming arrangements to fill specific customer orders. Not only does this increase a contractor's opportunities for business, but it also enables customers to achieve a "total solution" to meet their needs.

## **II. Issues, Questions, and Alternatives for Consideration**

### *Statutory/Regulatory Requirements for R&A Services*

There are statutory and regulatory considerations associated with the addition of R&A services to GSA Schedules Program.

A primary issue is the fact that GSA Schedule contracts are typically awarded using the procedures outlined in FAR part 12, which governs the acquisition of commercial supplies and

services. In a July 2003 memorandum entitled "Applicability of FAR part 12 to Construction Acquisitions," Angela Styles, former Office of Federal Procurement Policy Administrator, indicated that routine alteration and repair services are considered commercial and may be acquired using FAR part 12 procedures (this memorandum may be accessed at the following Web site under "Memos": <http://www.acqnet.gov/AcqNet/Notes/>). Consistent with the memorandum, it is not GSA's intent to circumvent the unique construction-related requirements contained within FAR part 36 when incorporating ancillary R&A services to the GSA Schedules. The following excerpt from the memorandum describes the scope of the ancillary R&A services envisioned by this initiative:

\* \* \* routine painting or carpeting, simple hanging of drywall, everyday electrical or plumbing work, and similar noncomplex services, as well as for purchases of commercial construction material and associated ancillary services.

In order to safeguard the government's interests and to comply with applicable labor laws, GSA proposes including all of the required statutory/regulatory requirements pertaining to ancillary R&A services. Some of the major statutory requirements applicable to R&A services include:

- Davis Bacon Act
- Copeland Act (Anti-Kickback)
- Contract Work Hours and Safety Standards Act
- Miller Act (bonds)

Matrices detailing all of the required clauses for both construction and commercial item contracts may be found at [http://www.arnet.gov/far/current/matrix/Matrix\\_01.html](http://www.arnet.gov/far/current/matrix/Matrix_01.html) and at <http://www.arnet.gov/GSAM/gsam.html>.

A second issue is the consideration of whether to implement the above-mentioned requirements at the contract level or at the task order level. Currently, when an agency customer uses the GSA Schedules to procure a requirement to which additional agency-specific restrictions are applicable, the agency-unique provisions may be incorporated at the task order level as long as they do not conflict with the underlying Schedule terms and conditions. Security clearances are an example of such a requirement.

Just as agency-unique provisions are addressed at the task order level, it appears that the Miller Act requirements should be dealt with in a similar fashion, for similar reasons. The FAR contains thresholds and differing

provisions for bonding at various thresholds. Acknowledgement of the Miller Act and other FAR mandated payment/performance protection requirements should take place at the contract level. However, the implementation of the actual requirement would be enacted at the task order level as appropriate.

### *Contract Scope and Its Impact on Competition*

GSA ensures that the GSA Schedules afford ordering agencies the maximum opportunity to compete requirements under the program (as of June 2004, there are 15,546 Schedule contracts in effect). Additionally, increasing procurement opportunities for small businesses is and has been a major GSA initiative. GSA works hard to ensure that small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business sources have every opportunity possible to participate in the Federal procurement process.

GSA is fully committed to strengthening the sustainability of the 25 million small businesses in America. Under the Schedules Program, GSA actually exceeds the expectations of the Small Business Administration. The governmentwide goal for contracting with small businesses is 23 percent. In FY 2002, small businesses received 34.8 percent of the total \$21.1 billion in Schedule sales and in FY 2003, small businesses received 35.6 percent of the total \$25.6 billion in sales. As of Q3 FY 2004, small businesses received 35.7 percent of the total Schedule sales; and approximately 80 percent or 12,414 of 15,546 GSA Schedule contracts awarded is with small businesses.

Many existing GSA Schedule contracts are worldwide in scope in the sense that firms may elect to offer delivery of supplies and services domestically, overseas, or internationally. It is possible that the inclusion of ancillary R&A services in contracts having worldwide scope may have an adverse impact on certain businesses. While some R&A firms are national in scope, most are regional or locally based and they must be duly licensed under local jurisdictions. Therefore, GSA may consider narrowing the scope of a resultant R&A Schedule to designated regional areas.

As indicated previously, the scope of the R&A services being contemplated is ancillary in nature to existing Schedule supplies/services and represent minor repairs and alterations. The GSA Schedules containing ancillary R&A services must be consistent with all

rules and regulations and the SOW must be well-defined.

#### Pricing

One of the most difficult questions to address in this area is how to negotiate pricing for ancillary R&A services under the GSA Schedules Program. As noted above, Schedule contracts are predicated on the Government's negotiation of most favored customer discounts from contractors' established prices for commercial supplies/services.

On a typical Schedule contracts providing services, pricing is negotiated based on fully-loaded hourly rates for the type of service to be provided. Ordering agencies seeking services would provide the SOW and ask Schedule contractors to quote fixed rates and the level of effort/mix of labor for such services. However, it has been suggested that ancillary R&A services do not readily lend themselves to such a pricing methodology due to the numerous labor categories generally involved in an R&A project and all of the variables that come into play at the work site.

Listed below are some alternatives for pricing ancillary R&A services under a GSA Schedule contract:

a. Award the R&A Schedule contracts without pricing, allowing customers to compete and negotiate pricing for individual requirements among the various Schedule contractors. This is similar to the method that GSA's Public Buildings Service (PBS) currently utilizes in the award of multiple award indefinite delivery/indefinite quantity construction contracts. Although customers would still need to negotiate prices under this alternative, they would still benefit from GSA having completed much of the up-front work in awarding the Schedule contract.

The Schedule contract would provide them with a source of contractors already deemed responsible in accordance with FAR Subpart 9.1. In addition, GSA would negotiate subcontracting plans and incorporate basic terms and conditions into the contract.

b. Negotiate pricing based on labor rates for specific geographic areas at the contract level (including utilization of techniques such as fixed price multiplier, applied to the locality-specific Davis Bacon base rates) and allow the customer to seek price quotes for individual orders based on the negotiated labor rates.

c. Negotiate pricing based on the commercially-accepted Means Cost Data (e.g., RSMeans Cost Data). The Means Cost Data is a series of publication that cover general construction costs in such

categories as labor, materials, equipment, as well as pricing for subcontracting specialties such as mechanical, concrete/masonry, plumbing, electrical, and repair and remodeling. The Means Cost Data also contain adjustment factors covering various cities in the United States. If this approach were adopted, GSA would need to ensure that the costs contained in the Means Cost Data are reflective of and include wage rates that are in compliance with the Davis Bacon Act. It may be possible for GSA to negotiate an agreement with the publishers of the Means Cost Data to publish an electronic GSA-unique version of the publication.

d. Allow firms to propose various pricing strategies depending upon their commercial practice. This may take the form of labor rates, fixed unit prices, overhead adjusters, markups, share-in-savings, etc.

#### Award Considerations

The following are three suggested methods to include ancillary R&A services into the GSA Schedules Program:

*Alternative One*—Add an R&A services SIN to those GSA Schedules where the purchase of the supply/service often requires ancillary R&A services be performed. An issue associated with this alternative is whether to restrict award of such a SIN to only contractors who provide the primary supply/service or to allow all responsible offerors to be considered for award under the ancillary R&A SIN regardless of whether they are under contract to provide the related supplies and services. This decision may impact access to small businesses and it may also require customers to deal with multiple contractors under teaming arrangements.

*Alternative Two*—Establish a new Schedule specifically for minor R&A services. An independent schedule for these services would highlight R&A's unique requirements, allowing for a clear definition of the types of minor services applicable, identification of the specialized clauses, unique pricing instructions if required, different scope requirements, etc. Existing Schedule contractors could team with the R&A Schedule firms to provide a total solution to customers.

*Alternative Three*—Combine Alternative One and Two. This alternative provides maximum flexibility to the customers.

#### Other Considerations

The Public Buildings Act of 1959, as amended, provides that only GSA and

those agencies having a delegation from GSA or having their own independent authority may enter into construction contracts. The Department of Defense (DoD), National Aeronautics and Space Administration (NASA), and GSA's Public Buildings Service (PBS) represent three dominant procurers of construction services. Language will be added to the Schedule and any associated user-related brochures to stipulate clearly that only warranted construction Contracting Officers representing authorized agencies may use this Schedule to procure R&A services.

GSA will need to address how tenants residing in Government-owned/leased buildings that are managed by other authorized Federal agencies (e.g. PBS) will coordinate the purchase of Schedule R&A services with the appropriate building owner/manager. Agencies that fail to coordinate R&A services with the appropriate building owner/manager may find themselves monetarily responsible for restoring the space to its original condition. For example, any alteration of PBS-controlled real property requires approval/oversight by the PBS Building Manager. This should be the policy of all building owner/managers. Concerned parties have also suggested that drilling a simple hole in a wall may interrupt an entire building's HVAC system. Therefore, GSA believes it may be necessary to add requirements for customers to coordinate all Schedule R&A services with, and receive approval from, the appropriate building owner/manager prior to placing an order against the R&A Schedule. These instructions will be included in unique ordering procedures for Schedule R&A services and should include:

a. Discussion of the project scope in detail with the building owner/manager.

b. Proposed work shall not exceed basic alteration of stud walls of non-structural gauge hollow metal framing and will not impact structural assemblies or load bearing walls. The work does not preclude utility work within the basic alteration.

c. All work shall be in strict accordance with "Building Standards."

d. Work shall have no impact on historical preservation elements or historic zones.

e. Work shall meet all applicable building codes, including but not limited to egress and fire safety standards.

f. All contractors must comply with existing policies involving security requirements for working in federally owned/leased buildings.

g. All contractors must possess all required credentials of the trade(s) which are to be employed.

h. Work planned should not exceed \$25,000 in construction value.

### III. Conclusion

Many issues must be carefully analyzed and addressed if GSA is to successfully add ancillary R&A services under the GSA Schedules Program. Prior to moving forward, GSA seeks comments on the entirety of this white paper and responses to the specific questions identified below. For reference, the questions below pertain to the discussions contained within the associated subheadings as stipulated above.

#### *Statutory/Regulatory Requirements*

1. Would it be more advantageous to incorporate and apply the Davis-Bacon Act requirement at the contract level or order level?

2. To comply with the Miller Act, should contractors be required to obtain the necessary bonds as a condition for contract award or should this be a requirement imposed only at the time of order placement?

3. Other than those addressed above, are there other significant statutory or regulatory requirements that apply to R&A services contracts?

#### *Contract Scope and Its Impact on Competition*

4. Do construction firms typically conduct their business within a specific geographic area? If so, what is the usual scope of that geographic area?

5. What impact would retaining a worldwide scope when adding R&A services to the Schedules have on the construction industry and on competition among contractors interested in participating in the program? In particular, what would be the impact on current GSA Schedule contractors that are small businesses?

6. Would changing the contract scope specifically for R&A services from worldwide to regional (covering major metropolitan areas) afford small firms a better opportunity to compete for business under the GSA Schedules Program?

7. R&A services can include various types of work on a particular building or site that is dedicated to and deemed a part of the worksite. Should limitations be included in the SOW contained within the Schedule solicitation? If so, please provide suggested language.

#### *Pricing*

8. Can GSA apply the same pricing methodology of negotiating Most Favored Customer pricing to R&A service contracts? Does the construction industry have different categories of customer for pricing purpose, such as a Most Favored Customer category?

9. Will the construction industry be able to provide standard commercial pricing, terms and conditions under the Commercial Sales Practices Format so that GSA can determine the price reasonableness of a firm's proposal?

10. How many different labor categories would typically be involved

in a contract for construction services and how are commercial R&A tasks typically priced?

11. Please comment on the usefulness and applicability of the proposed pricing methods. What pricing alternatives, other than those discussed in the Pricing section above, should be considered?

12. Is there any reason why customers would be unable to use a Firm Fixed Price, Time and Materials type order to procure these services from an R&A Schedule?

#### *Award Considerations*

13. Which of the three alternatives set forth previously do you believe offers maximum benefit and why?

14. Please suggest any other alternatives.

#### *Other Considerations*

15. Generally, are the GSA Schedule ordering procedures in FAR Subpart 8.4 suitable for R&A services contracts?

16. Should a maximum order limitation/threshold be established for R&A services?

17. Are the items addressed in Section II, a-h appropriate conditions for inclusion in the ordering procedures for Schedule R&A services?

18. What unique criteria, if any, should be established for a buyer of R&A services?

#### *General*

19. What other issues or concerns need to be addressed?

**BILLING CODE 6820-61-P**

Attachment

**COMMERCIAL SALES PRACTICES FORMAT (CSP-1)**

Name of Offeror: \_\_\_\_\_

SIN(s): \_\_\_\_\_

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

(1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$\_\_\_\_\_. State beginning and ending of the 12 month period. Beginning\_\_\_\_\_ Ending\_\_\_\_\_. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

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

Special Item No. 132-3	Leasing of Equipment	\$ _____
Special Item No. 132-4	Daily / Short Term Rental	\$ _____
Special Item No. 132-8	Purchase of Equipment	\$ _____
Special Item No. 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts	\$ _____
Special Item No. 132-32	Term Software Licenses	\$ _____
Special Item No. 132-33	Perpetual Software Licenses	\$ _____
Special Item No. 132-34	Maintenance of Software	\$ _____
Special Item No. 132-50	Training Courses	\$ _____
Special Item No. 132-51	Information Technology Professional Services	\$ _____
Special Item No. 132-52	Electronic Commerce Services	\$ _____
Special Item No. 132-53	Telecommunication Transmission Services	\$ _____

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

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

COLUMN 1 CUSTOMER	COLUMN 2 DISCOUNT	COLUMN 3 QUANTITY/VOLUME	COLUMN 4 FOB TERM	COLUMN 5 CONCESSIONS

(b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES \_\_\_ NO \_\_\_. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

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

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

#### Figure 515.4-2-Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these

instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

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

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

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

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

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

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



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

(End of White Paper)

[FR Doc. 05-16254 Filed 8-19-05; 8:45 am]  
BILLING CODE 6820-61-C

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### Solicitation of Nominations for Membership on the Secretary's Advisory Committee on Human Research Protections

**AGENCY:** Department of Health and Human Services, Office of the Secretary, Office of Public Health and Science.

**ACTION:** Notice.

**Authority:** 42 U.S.C. 217a, section 222 of the Public Health Service Act, as amended. The committee is governed by the provisions of Public Law 92-463, as amended (5 U.S.C. Appendix 2), which sets forth standards for the formation and use of advisory committees.

**SUMMARY:** The Office for Human Research Protections (OHRP), a program office in the Office of Public Health and Science, Department of Health and Human Services (HHS), is seeking nominations of qualified candidates to be considered for appointment as members of the Secretary's Advisory Committee on Human Research Protections (SACHRP). SACHRP provides advice and recommendations to the Secretary, HHS, and the Assistant Secretary for Health on matters pertaining to the continuance and improvement of functions within the authority of HHS directed toward protections for human subjects in research. SACHRP was established by the Secretary, HHS, on October 1, 2002. OHRP is seeking nominations of qualified candidates to fill three positions on the Committee membership that will become vacant on January 1, 2006.

**DATES:** Nominations for membership on the Committee must be received no later than 5 p.m. EST on October 1, 2005, at the address listed below.

**ADDRESSES:** Nominations should be mailed or delivered to: Dr. Bernard

Schwetz, Director, Office for Human Research Protections, Department of Health and Human Services, 1101 Wootton Parkway, Suite 200; Rockville, MD 20852. Nominations will not be accepted by e-mail or by facsimile.

**FOR FURTHER INFORMATION CONTACT:** Ms. Catherine Slatinshek, Executive Director, SACHRP, Office for Human Research Protections, 1101 Wootton Parkway, Suite 200, Rockville, MD 20852. Telephone: 1-240-453-6900. A copy of the Committee charter and list of the current membership can be obtained by contacting Ms. Slatinshek or by accessing the SACHRP Web site at <http://www.hhs.gov/ohrp/sachrp>, or requesting via e-mail at [sachrp@osophs.dhhs.gov](mailto:sachrp@osophs.dhhs.gov).

**SUPPLEMENTARY INFORMATION:** The Committee shall advise on matters pertaining to the continuance and improvement of functions within the authority of HHS directed toward protections for human subjects in research. Specifically, the committee will provide advice relating to the responsible conduct of research involving human subjects with particular emphasis on: Special populations, such as neonates and children, prisoners, and the decisionally impaired; pregnant women, embryos, and fetuses; individuals and populations in international studies; populations in which there are individually identifiable samples, data, or information; and investigator conflicts of interest.

In addition, the Committee is responsible for reviewing selected ongoing work and planned activities of the OHRP and other offices/agencies within HHS responsible for human subjects protection. These evaluations may include, but are not limited to, a review of assurance systems, the application of minimal research risk standards, the granting of waivers, education programs sponsored by OHRP, and the ongoing monitoring and oversight of institutional review boards and the institutions that sponsor research.

**Nominations:** The Office for Human Research Protections is requesting nominations to fill three positions for voting members of SACHRP. The positions will become vacant on January 1, 2006. Nominations of potential candidates for consideration are being sought from a wide array of fields, including, but not limited to: public health and medicine; behavioral and social sciences; health administration; biomedical ethics. To qualify for consideration of appointment to the Committee, an individual must possess demonstrated experience and expertise in any of the several disciplines and fields pertinent to human subjects protection and/or clinical research.

The individuals selected for appointment to the Committee will serve as voting members. The individuals selected for appointment to the Committee can be invited to serve a term of up to four years. Committee members receive a stipend for attending Committee meetings and conducting other business in the interest of the Committee, including per diem and reimbursement for travel expenses incurred.

Nominations should be typewritten. The following information should be included in the package of material submitted for each individual being nominated for consideration: (1) A letter of nomination that clearly states the name and affiliation of the nominee, the basis for the nomination (*i.e.*, specific attributes which qualify the nominee for service in this capacity), and a statement that the nominee is willing to serve as a member of the Committee; (2) the nominator's name, address and daytime telephone number, and the home and/or work address, telephone number, and email address of the individual being nominated; and (3) a current copy of the nominee's curriculum vitae. The names of Federal employees should not be nominated for consideration of appointment to this Committee.

The Department makes every effort to ensure that the membership of HHS Federal advisory committees is fairly balanced in terms of points of view