

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44	
2. CONTRACT NO. N00244-00-D-0001		3. AWARD/EFFECTIVE DATE 01-Oct-1999		4. ORDER NUMBER		5. SOLICITATION NUMBER N00244-99-R-0183	
6. SOLICITATION ISSUE DATE 11-May-1999		7. FOR SOLICITATION INFORMATION CALL a. NAME Ed Brown		b. TELEPHONE NUMBER (No Collect Calls) 619-532-2587		8. OFFER DUE DATE/LOCAL TIME 11-Jun-1999 00:00	
9. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER SAN DIEGO REGIONAL CONTRACTS DEPARTMENT CODE 240 937 NORTH HARBOR DRIVE BLDG 1 RM 212 SAN DIEGO, CA 92132-0212 TEL: FAX: 619-532-2575		CODE N0024401		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY <b>SEE ITEM 9</b>		CODE	
17 a. CONTRACTOR/ OFFEROR CORPORATE EXPRESS ATTN: GARY GONSALVES 8902 ACTIVITY ROAD SUITE A SAN DIEGO, CA 92126-8722 TELEPHONE NO. 800-266-3633 X3668		CODE 08PNO FACILITY CODE		18 a. PAYMENT WILL BE MADE BY GOVERNMENT CREDIT CARD SEE WITHIN FOR CARDHOLDER NAME AND TELEPHONE NUMBER		CODE CREDIT	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>						26. TOTAL AWARD AMOUNT <b>\$10,500,000.00</b>	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES		29. AWARD OF CONTRACT: REFERENCE Corporate Express <input checked="" type="checkbox"/> OFFER DATED 09-Jun-1999 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE	
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary O'Brien</i>			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary L. O'Brien / Division Director		31 c. DATE SIGNED 15-Feb-2000	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	N00244-00-D-0001-P00002	2	OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lot	\$10,500,000.00	\$10,500,000.00
	FFP - The contractor shall provide commodity items listed herein and in attached commercial catalogs. Item pricing is based on the most recent Moore's Retail Pricer, produced by Trade Service Corporation, less a percentage discount. The percentage discounts setforth below shall be fixed and remain constant for the entire contract period (with the exception of any voluntary increases in discount).				
				NET AMT	\$10,500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1.00	Lot	\$11,500,000.00	\$11,500,000.00
	FFP - The contractor shall provide commodity items listed herein and in attached commercial catalogs. Item pricing is based on the most recent Moore's Retail Pricer, produced by Trade Service Corporation, less a percentage discount. The percentage discounts setforth below shall be fixed and remain constant for the entire contract period (with the exception of any voluntary increases in discount).				
				NET AMT	\$11,500,000.00

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
3 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1.00	Lot	\$11,500,000.00	\$11,500,000.00

FFP - The contractor shall provide commodity items listed herein and in attached commercial catalogs. Item pricing is based on the most recent Moore's Retail Pricer, produced by Trade Service Corporation, less a percentage discount. The percentage discounts setforth below shall be fixed and remain constant for the entire contract period (with the exception of any voluntary increases in discount).

---

NET AMT	\$11,500,000.00
---------	-----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1.00	Lot	\$11,500,000.00	\$11,500,000.00

FFP - The contractor shall provide commodity items listed herein and in attached commercial catalogs. Item pricing is based on the most recent Moore's Retail Pricer, produced by Trade Service Corporation, less a percentage discount. The percentage discounts setforth below shall be fixed and remain constant for the entire contract period (with the exception of any voluntary increases in discount).

---

NET AMT	\$11,500,000.00
---------	-----------------

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
4 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1.00	Lot	\$11,500,000.00	\$11,500,000.00

FFP - The contractor shall provide commodity items listed herein and in attached commercial catalogs. Item pricing is based on the most recent Moore's Retail Pricer, produced by Trade Service Corporation, less a percentage discount. The percentage discounts setforth below shall be fixed and remain constant for the entire contract period (with the exception of any voluntary increases in discount).

NET AMT	\$11,500,000.00
---------	-----------------

**DELIVERY INFORMATION**

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	21-JAN-01	Lot	1.00	Dest.	
0002	21-JAN-01	Lot	1.00	Dest.	
0003	21-JAN-01	Lot	1.00	Dest.	
0004	21-JAN-01	Lot	1.00	Dest.	
0005	21-JAN-01	Lot	1.00	Dest.	

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

**ACCOUNTING AND APPROPRIATION DATA**

AA: 97X4930 NS1S 01023 911.01 Y 25.27 033181

X0024492744N01

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	N00244-00-D-0001-P00002	5	OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

AMOUNT: \$0.00

CLAUSES INCORPORATED BY REFERENCE:

CLAUSES INCORPORATED BY FULL TEXT

ORDERING PERIOD, OPTION YEAR [ ]

Upon exercise of the option, the ordering period of this contract for option year one shall extend from 01 Oct 2000 to 30 Sep 2001.

Upon exercise of the option, the ordering period of this contract for option year two shall extend from 01 Oct 2001 to 30 Sep 2002.

Upon exercise of the option, the ordering period of this contract for option year three shall extend from 01 Oct 2002 to 30 Sep 2003.

Upon exercise of the option, the ordering period of this contract for option year four shall extend from 01 Oct 2003 to 30 Sep 2004.

TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (OCT 1995) (NAVSUP)

- (a) The following types of orders will be issued under this contract:  
(2) Firm fixed price

DESIGNATION OF ORDERING ACTIVITY

The following Naval activity is hereby authorized to place delivery orders:

Activity: Fleet and Industrial Supply Center

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
6 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESSRegional Contracts Department Code 240  
937 North Harbor Drive  
San Diego, CA 92132-0060

The Contracting Officer will issue a letter to the contractor coincident with contract award listing the authorized ordering officer(s) by name. The authorized ordering officer is responsible for issuing and administering any orders placed hereunder. Ordering officers have no authority to modify any provisions of the basic contract. Any deviations from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Terminations of delivery orders for convenience or for default shall be issued only by the PCO.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

This contract is renewable at the prices stated elsewhere in the contract, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor by the first day of each fiscal year of the Government or within 30 days after funds for that fiscal year become available, whichever date is the later: provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at 30 days before this contract is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

OFFEROR'S PAST PERFORMANCE DATA      N00244-96-R-XXXX

COMPANY NAME:

ADDRESS:

CONTACT NAME:

TELEPHONE:

TELEFAX:

1. This Performance Data is to be used to evaluate your Company's past performance in meeting contract cost/price, technical, and delivery objectives.

2. List Performance Data on your three most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items required by this solicitation. If you do not have five Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete this report.

3. CONTRACT NUMBER FOR REFERENCE #2:

a. AWARDED BY:

b. ADDRESS:

c. CITY/STATE/ZIP:

d. CONTACT NAME:

e. TELEPHONE/FAX:

f. CONTRACT TYPE:

g. ITEM DESCRIPTION:

h. QUANTITY:

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	N00244-00-D-0001-P00002	7	OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

- i. Yes\* No Was consideration or a monetary withhold assessed against this contract for non-conforming supplies/services?
- j. Yes\* No Was, or is, any part of this contract terminated for default or involved in litigation?
- k. Yes\* No Was any warranty work completed on delivered items?
- l. Yes No\* Were all items delivered within the original contract schedule?
- m. Yes\* No Have your Company received any quality awards in the past three years?
- n. For all answers with an asterisk, please provide an explanation. Describe any corrective actions initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective actions taken.

52.212-2 EVALUATION OF COMMERCIAL ITEMS--OCT 1995

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

- (I) TECHNICAL CAPABILITY OF PROPOSED ITEM TO MEET THE REQUIREMENT
- (ii) PAST PERFORMANCE
- (iii) PRICE

Offerors' proposals will be evaluated first under Factor (i) above, which represents MINIMUM acceptable criteria. Under this factor, products offered will be determined to be either technically acceptable or unacceptable. Failure to meet the minimum criteria for this factor will render the offer to be technically unacceptable and to not be considered for award. See paragraph (b) below.

Only those Offers which meet the minimum technical requirements required by Factor (i) will be further evaluated under Factors (ii) and (iii). In the second step of evaluating those offers determined under Factor (i) to be technically acceptable, Factor (ii) is significantly less important than Factor (iii), PRICE.

At the discretion of the Contracting Officer, the Government intends to evaluate proposals and award a contract without discussions with offerors. Each initial offer should, therefore contain the Offeror's best terms from both a price and technical standpoint.

(b) TECHNICAL CAPABILITY OF PROPOSED ITEM TO MEET THE REQUIREMENT, Factor (i), will be assessed by evaluating either commercial product brochures or technical information submitted in response to FAR Clause 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, Subparagraph (b)(4) which is incorporated by reference in this solicitation. Offerors' technical information will be used to determine whether the items proposed meet the specifications included in this solicitation. Items offered, as provided in Offerors' technical information, will be evaluated as technically acceptable or technically unacceptable. Offers which are determined to be technically unacceptable may not be considered further for award.

(c) Offeror's PAST PERFORMANCE information submitted as required by FAR Clause 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS , Subparagraph (b)(10), will be used to make a determination of whether the offeror has a satisfactory record of past performance. Offerors should, therefore, provide performance history and references to demonstrate satisfactory performance for up to three prior similar contracts performed within the past three years.

PAST PERFORMANCE information should be provided on the form provided as an attachment to this solicitation. Information utilized will be obtained from these references as well as any other sources who may have relevant information.

Offers which lack relevant past performance history will receive a neutral rating for this factor. Any Offeror's proposal which has no relevant past performance history, while rated neutral, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors.

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
8 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

The Contracting Officer will evaluate Offeror's PAST PERFORMANCE as follows:

**NEUTRAL:** No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

**OUTSTANDING:** No risk anticipated with delivery of quality product, on time, or of any degradation of performance, or lack of customer satisfaction based upon offeror's past performance.

**SATISFACTORY:** Very little risk anticipated with delivery of quality product, on time, or of degradation of performance, or lack of customer satisfaction based upon the offeror's past performance.

**MARGINAL:** Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror's past performance.

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

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

**NOTES TO NEGOTIATORS:**

1. FOR THE ABOVE PARAGRAPH (a), YOU HAVE THE FOLLOWING CHOICES IN STATING THE RELEVANT IMPORTANCE OF TECHNICAL TO PRICE:

- or significantly more important than cost or price.
- or approximately equal to cost or price.
- or significantly less important than cost or price.

**INDEFINITE QUANTITY CLAUSE--OPTION PERIOD**

The Indefinite Quantity clause of the contract provides for a period of time following the ordering period beyond which the Contractor is not required to make any deliveries. Upon exercise of an option providing for an additional ordering period, the date in the Indefinite Quantity clause shall be considered changed to reflect that same period of time following the additional ordering period.

**APPOINTMENT OF ORDERING OFFICER(S)--JAN 1992--NAVSUP**

(a) The following activity(ies) or individual(s) is/are hereby designated as authorized Ordering Officer(s):

[ ]

(b) The above activity(ies) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	9	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/task, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

#### MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the contract minimum quantity is a total of \$[ ]. The maximum quantity is the total estimated quantity for each item as set forth in the schedule. The maximum quantity shall not be exceeded except as may be provided by formal modification to the contract.

#### 52.212-2 EVALUATION OF COMMERCIAL ITEMS --OCT 1995

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

- (i) TECHNICAL CAPABILITY OF THE ITEM TO MEET THE REQUIREMENT
- (ii) ABILITY TO MEET REQUIRED DELIVERY DATE(S) AND FOB TERMS
- (iii) PRICE

Ability to meet both technical capability and the ability to meet the required delivery schedule represent MINIMUM criteria for acceptable award. Failure to meet one of these two criteria shall render the offer to be technically unacceptable and not considered for award.

Offeror's commercial product brochures or technical information submitted in response to FAR Clause 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, Subparagraph (b)(4) and Addendum, shall be used to make a determination of whether the offeror meets the technical capability requirements. Offerors shall, therefore, provide information that clearly demonstrates their ability to meet the technical capability requirements.

The Government's required delivery schedule/date(s) is shown on the SF1449, Block 20, for each item number. FOB terms are shown on the SF1449, Block 11 or in Block 20 if terms are other than FOB Destination. Ability to meet the stated required delivery schedule/ date(s) and FOB terms shall be demonstrated by the offeror's submission of a signed offer which has not taken exception to the required delivery schedule/date or place of delivery. Offers which take exception and do not meet the stated Government required delivery schedule/date(s) and FOB terms shall be determined to be unacceptable and not considered for award.

Award will be made to that responsible offeror which meets both of the above minimum technical and schedule requirements and offers the lowest price.

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

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

#### OPTION TO EXTEND THE TERM - BASIC CONTRACT PERIOD

If less than 60 days exist between award and the end of the basic contract period, the award shall be construed as to imply sufficient intent to exercise the first option to extend the term.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	10	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

TECHNICAL PROPOSALS (FISC SAN DIEGO) (APRIL 1996)

In addition to the information required in FAR 52.212-1, offerors shall provide:

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	11	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
12 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- \_\_\_ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)
- \_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
- \_\_\_ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (\_\_\_Alternate I) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- \_\_\_ 252.225-7012 Preference for Certain Domestic Commodities.
- \_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- \_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- \_\_\_ 252.225-7021 Trade Agreements (\_\_\_Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- \_\_\_ 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
- \_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- \_\_\_ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- \_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (\_\_\_ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- \_\_\_ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- \_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- \_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

**5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (OCT 1995) (NAVSUP)**

Oral orders may be placed providing the following conditions are complied with:

(1) No oral order will exceed [ ] or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and delivery or performance date.

(3) Invoices for supplies or services furnished in response to oral orders will be accompanied with a receipted copy of each related delivery ticket.

(4) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be issued as a means of documenting the oral order within ten working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	13	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

**5252.216-9403 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS (JAN 1992)  
(NAVSUP)**

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of Order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performance (including consignee).
- (f) Packaging, packing and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection, invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

**5252.246-9401 STANDARD COMMERCIAL WARRANTY (OCT 1995)**

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The Contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ( ) months. (Offeror is to insert number.)

**52.237-1 SITE VISIT (APR 1984)**

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)**

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
14 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)**

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

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	15	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

(Contracting Officer shall check as appropriate.)

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

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

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

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

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

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

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

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

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

\_\_\_ (ii) Alternate I of 52.219-23.

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

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

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

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

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

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	16	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

\_\_\_ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

\_\_\_ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

\_\_\_ (18) [Reserved]

\_\_\_ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

\_\_\_ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

\_\_\_ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

\_\_\_ (ii) Alternate I of 52.225-21.

\_\_\_ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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

(Contracting Officer check as appropriate.)

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

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

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

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	17	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

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

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

(End of clause)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	18	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 1999)  
ALTERNATE I (OCT 1998)

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
19 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
20 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

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

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

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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

(Check one of the following):

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
21 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

Average Annual

Number of Employees Gross Revenues

 50 or fewer  \$1 million or less 51 - 100  \$1,000,001 - \$2 million 101 - 250  \$2,000,001 - \$3.5 million 251 - 500  \$3,500,001 - \$5 million 501 - 750  \$5,000,001 - \$10 million 751 - 1,000  \$10,000,001 - \$17 million Over 1,000  Over \$17 million

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

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

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

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

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

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

 Black American. Hispanic American.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	22	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

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

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

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
23 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

LINE ITEM NO. COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
24 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_

(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

\_\_\_\_\_

(Insert line item numbers)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	25	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
26 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

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

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
27 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

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

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
28 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

- 50 or fewer  \$1 million or less
- 51 - 100  \$1,000,001 - \$2 million
- 101 - 250  \$2,000,001 - \$3.5 million
- 251 - 500  \$3,500,001 - \$5 million
- 501 - 750  \$5,000,001 - \$10 million
- 751 - 1,000  \$10,000,001 - \$17 million
- Over 1,000  Over \$17 million

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

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

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

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

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

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

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
29 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
30 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
31 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 1999)  
ALTERNATE II (OCT 1998)**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
32 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
33 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
34 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

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

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

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
35 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

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

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

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
36 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_  
  
(List as necessary )

(iii) Address. The offeror represents that its address \_\_\_\_is, \_\_\_\_is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. ``Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
37 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

ventures, ``address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 1999)  
ALTERNATE III (JAN 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002

PAGE  
38 OF 44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00244-00-D-0001-P00002	39	OF	44

NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

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

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

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

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
40 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS 101 - 250  \$2,000,001 - \$3.5 million 251 - 500  \$3,500,001 - \$5 million 501 - 750  \$5,000,001 - \$10 million 751 - 1,000  \$10,000,001 - \$17 million Over 1,000  Over \$17 million

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

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

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

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

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

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

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

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

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
41 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

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

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

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

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

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

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
42 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

\_\_\_\_\_  
(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
43 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

\_\_\_\_\_  
\_\_\_\_\_  
(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

**52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS. (OCT 1995)**

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
N00244-00-D-0001-P00002PAGE  
44 OF 44NAME OF OFFEROR OR CONTRACTOR  
CORPORATE EXPRESS

Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -

(g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.