

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

(b) At the option of the ordering activity and if agreeable to the Contractor, payments of * * * or less for oral or written orders may be made using the credit card.

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11. Add sections 552.232–81, 552.232–82, and 552.232–83 to read as follows:

552.232–81 Payments by Non-Federal Ordering Activities.

As prescribed in 532.206(b), insert the following clause:

Payments by Non-Federal Ordering Activities (Date)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible nonfederal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232–25, Prompt Payment, or 52.212–4, Contract Terms and Conditions—Commercial Items, apply to such activities in the same manner as to Federal ordering activities. (End of clause)

552.232–82 Contractor's Remittance (Payment) Address.

As prescribed in 532.206(c), insert the following provision:

Contractor's Remittance (Payment) Address (Date)

(a) The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

Payment Address:

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

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address (es) in paragraph (b) of this provision or attached will govern. Payment to any other address will require an administrative change to the contract.

Note: All delivery orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each delivery order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's

invoices sent to GSA will only delay your payment.

(End of provision)

552.232–83 Contractor's billing responsibilities.

As prescribed in 532.206(d), insert the following clause:

Contractor's Billing Responsibilities (Date)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

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

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—

- (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or product/model sold;
 - (iv) The quantity of each service or product/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government. Price reductions made by a participating dealer on sales under this contract will result in an overall price reduction being assessed against the Contractor as provided for in the Price Reduction clause. (End of clause)

552.238–71 [Amended]

12. Amend section 552.238–71 by revising the date of the clause to read “(Date)” and by removing from paragraph (a) “Federal Government” and adding “ordering activity” in its place.

13. Amend section 552.238–75 by—
a. Revising the date of the clause;
b. Removing from paragraph (c)(2) “Government” and adding “eligible ordering activities” in its place;
c. Removing from the end of paragraph (d)(2) “or”; and
d. Redesignating paragraph (d)(3) as (d)(4), and adding a new paragraph (d)(3) to read as follows:

552.238–75 Price Reductions.

* * * * *

Price Reductions (Date)

* * * * *

(d) * * *

(3) To eligible ordering activities under this contract; or

* * * * *

(End of clause)

14. Add sections 552.238–77 through 552.238–79 to read as follows:

552.238–77 Definition (Federal Supply Schedules).

As prescribed in 538.7004(a), insert the following clause:

Definition (Federal Supply Schedules) (Date)

Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see 552.238–78) authorized to place orders under Federal supply schedule contracts. (End of clause)

552.238–78 Eligible Ordering Activities.

As prescribed in 538.7004(b), insert the following clause:

Eligible Ordering Activities (Date)

(a) The following activities are authorized to place orders under this contract on an optional basis:

(1) Executive agencies (as defined in 48 CFR 2.1), including nonappropriated fund activities as prescribed in 41 CFR 101–26.000.

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1.

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act).

(4) Federal agencies, including establishments in the legislative or judicial branch of Government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia.

(6) Tribal governments when authorized under 25 U.S.C. 450j(k).

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b).

(8) Organizations, other than those identified in paragraph (b) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) The following activities may place orders against Schedule 70 contracts to include Schedule 70 products (ADP equipment (including firmware), software, supplies and support equipment; Schedule 70 services and Schedule 70 support items), on an optional basis; *provided*, the Contractor accepts order(s) from such activities: State and local government which includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher education). Tribal government means the governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the