

DISCLAIMER: GSA FAS is posting this notification of a planned solicitation refresh or mass modification as a courtesy to industry. All comments on the attached DRAFT document should be submitted in the “Comments” section below within ten (10) business days of this posting. Comments provided elsewhere or after 10 business days may not be considered. GSA FAS will consider all relevant comments and may make changes to the DRAFT as appropriate, but will not issue a formal response to industry comments or related inquiries. Interested parties should review the final version of the solicitation refresh or mass modification closely for additional changes made to this DRAFT.

Purpose of Planned Action

The General Services Administration (GSA) Federal Acquisition Service (FAS) is continuing implementation of the Formatted Product Tool (FPT) across the GSA Multiple Award Schedules (MAS) program. FPT will address the differing standard part numbers for identical items, eliminate the Schedule Input Program (SIP), and increase transparency around Schedule contract pricing.

Summary of Planned Changes

Below is a high-level description of significant changes planned for the upcoming FPT refresh and corresponding mass modification, scheduled for rollout to Schedule 66 in November 2017. At this time, acceptance of the modification is optional, but strongly encouraged, for existing contractors. FPT will be mandatory for new offers received after implementation.

Overview:

Thousands of suppliers offer millions of items through the MAS program. These items have part numbers, descriptions, and price points that are then made available to the customer on *GSA Advantage!* However, decades of growth in the MAS Program and dramatic increases in the number and variety of items available through MAS is driving changes to how these items are represented and priced.

This tool will provide Schedule contractors with valuable information in terms of where their products are positioned in the marketplace, and it will also provide contracting officers data intelligence to use in their price evaluations and negotiations. This increase in data analytics and transparency will also help contracting officers (COs) do their jobs more efficiently, saving all parties time and money. COs will still exercise their discretion in determining fair and reasonable pricing; FPT helps them do that faster.

FPT is not a separate application – it is a systems upgrade that will be activated within the existing eOffer and eMod platforms for certain Schedules. FPT is a pivotal enhancement for the MAS supplier base removing the cumbersome and redundant SIP and CORS processes, and through an automatic upload of products and prices,

improves speed to market on *GSA Advantage!* so items are seen immediately and can be purchased by our federal customers. Federal customers will have a more seamless shopping experience and be able to easily compare items on *GSA Advantage!* using standard part numbers, as well as have increased insights into products and their pricing, and better data quality.

Additional Information for Existing Contractors that Accept the Modification:

Acceptance of this modification will require the one-time “re-baselining” of price list data to ensure that GSA has all of your currently awarded products uploaded to *GSA Advantage!*, as well as the associated metadata needed to properly display these items on *GSA Advantage!*, GSA eLibrary, and GSA eBuy. For details, reference Federal Register Notice "Modernizing the Federal Supply Schedule Program: Standardization of Part Number Data" (Notice–FAS–2015–01), dated May 13, 2015.

- The contractor shall utilize the template in eMod (<http://eoffer.gsa.gov>) to submit ALL awarded products and associated descriptive product data, to include Manufacturer Part Number (MPN) and Universal Product Code Type A (UPC-A) data (when applicable). Unaltered MPN data is required for all awarded products. UPC-A data is required for all awarded products for which this information is commercially available (GSA performed market research to determine the Federal Supply Schedules and Special Item Numbers under which UPC-A data is commercially available - a complete listing can be viewed at <http://eoffer.gsa.gov>). All descriptive elements currently required by the Schedules Input Program (SIP) will be captured in a single submission via eMod and uploaded to *GSA Advantage!* to become the contractor’s Authorized Federal Supply Schedule Price List upon execution of the modification.
- Contractors with awarded services shall utilize the Services Text File Template to prepare and upload to eMod a new services text file that includes ALL awarded services and associated descriptive data. This text file will be transferred to *GSA Advantage!* upon execution of the modification and will become the contractor’s Authorized Federal Supply Schedule Price List.

The contractor shall only submit products and services currently awarded under this Schedule contract - NO NEW ITEMS ARE ALLOWED during the initial baselining. Any awarded products and services not included in the re-baseline submission will be considered deleted from this contract. Only awarded products and services submitted

with all required descriptive information will be visible within GSA's customer-facing eTools (GSA *Advantage!*, GSA eLibrary, eBuy, etc.).

Upon acceptance of this bilateral modification, the contractor should proceed to eMod to begin the re-baseline process and complete within 60 days of acceptance of the mass modification. For all future modifications, descriptive data will be captured and updated directly via eMod and then automatically uploaded to GSA *Advantage!* upon execution of the modification.

Contractors should continue to utilize SIP for price list updates until their re-baseline modification has been executed by the Contracting Officer.

Vendor Training:

GSA will be providing a free vendor webinar prior to the Schedule 66 refresh. Details are provided below -

FPT Vendor Training

Date: Thursday, November 16, 2017

Time: 1-3 pm ET

Registration Link: https://meet.gsa.gov/e43tg6p16p6/event/event_info.html

Clause/Provision Updates:

Below is a summary of clause/provision changes that will be made to implement FPT. The full text for any new or updated clauses and provisions not currently available in the FAR or GSAM is provided at the end of this document.

The following provisions/clauses will be DELETED:

- 552.211-78 Commercial Delivery Schedule (Multiple Award Schedule)
- 552.212-70 Preparation of Offer (Multiple Award Schedule)
- 552.216-70 Economic Price Adjustment – FSS Multiple Award Schedule Contracts
- 552.238-71 Submission and Distribution of Authorized FSS Schedule Price Lists
- 552.238-72 Identification of Products that have Environmental Attributes
- 552.238-81 Modifications (Federal Supply Schedule) (Alternate I)
- F-FSS-202-F Delivery Prices
- I-FSS-163 Option to Extend the Term of the Contract (Evergreen)
- I-FSS-600 Contract Price Lists

- I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule
- SCP-FSS-001-N Instructions Applicable to New Offerors
- SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors
- SCP-FSS-002 Specific Proposal Instructions for Services
- SCP-FSS-003 Specific Proposal Instructions for Products

Below is a list of clauses and provisions, including a summary of the clause/provision changes, that will be ADDED:

- **552.211-78 Commercial Delivery Schedule (Multiple Award Schedule) (FEB 1996) (Deviation - JUN 2016)** - This deviation removes the portions of the clause where the offeror previously filled in tables with various delivery-related terms, and instead states that this information shall be provided directly via eOffer/eMod.
- **552.216-70 Economic Price Adjustment – FSS Multiple Award Schedule Contracts (SEP 1999) (Alternate I - SEP 1999) (Deviation - JUN 2016)** - This deviation removes language referencing distribution of a paper price list to a mailing list provided by the CO.
- **552.238-71 Submission and Distribution of Authorized FSS Schedule Price Lists (SEP 1999) (Deviation - JUN 2016)** - This deviation removes language describing paper price lists, distribution to the designated mailing list, and a requirement to separately submit an electronic price list. The clause now indicates electronic submission of proposed prices via the templates in eOffer, with the vendor's price list automatically posted to *GSA Advantage!* upon award.
- **552.238-72 Identification of Products that have Environmental Attributes (SEP 2003) (Deviation - JUN 2016)** - The language in the deviated version of this clause is largely unchanged, except for the section that refers to electronic data submission for *GSA Advantage!* and the use of SIP/EDI to indicate any environmental attributes for awarded products. The clause now indicates that this information will be captured via eOffer at the time of offer submission, and posted via the appropriate icons when the price list is posted to *GSA Advantage!* upon award.
- **552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I - APR 2014) (Deviation - JUN 2016)** - The deviated version of this clause removes references to a requirement to separately update the electronic price list

to reflect modifications and to distribute supplements to paper price lists. It now states that eMod will capture modifications and automatically update the price list upon execution.

- **F-FSS-202-F Delivery Prices (APR 1984) (Alternate I - JUN 2016)** - This clause is part of the Administrative Changes GSAR case and will be known as 552.238-105 once the final rule is published. The revised version removes all language that was in conflict with the FPT upgrade, specifically the fill-in part at the end for offerors to indicate covered geographic areas. It will instead state that this information must be identified in the offer. This Alternate reflects all of the same changes and will only be needed until the GSAR case is finalized.
- **I-FSS-163 Option to Extend the Term of the Contract (Evergreen) (APR 2000) (Alternate I - JUN 2016)** - This Alternate removes the language that made reference to contractor compliance with post-award price list posting/maintenance requirements when considering whether to exercise an option.
- **I-FSS-600 Contract Price Lists (APR 2016) (Alternate II - JUN 2016)** - This Alternate removes all language referencing required price list elements, paper price lists, and the separate electronic submission of price lists/updates.
- **I-FSS-969 Economic Price Adjustment – Multiple Award Schedule (OCT 2014) (Alternate I - JUN 2016)** - This Alternate removes language referencing the requirement to update the electronic price list before any increases will be effective. It now states that increased contract prices will apply to orders issued on or after the effective date of the contract modification.
- **SCP-FSS-001-N Instructions Applicable to New Offerors (OCT 2015) (Alternate II - JUN 2016)** - This Alternate includes updates to reflect submission of price proposal information via the template in eOffer for products, as well as new instructions for submission of services pricing. For services, pricing will need to be submitted via the same Excel templates as those currently used (Price Proposal Template for Services), and in addition, offerors will also be required to submit a services text file (Price Proposal Text File Template for Services) that will ultimately become their Authorized FSS Price List upon contract award. This is a stop-gap solution that allows the immediate posting of all services price list information to GSA *Advantage!* upon contract award (along with any product pricing already submitted through the template in eOffer) and for

the SIP and CORS applications to be eliminated. Future updates will allow services pricing to be directly inputted via eOffer templates. This provision will be updated again at that time. This Alternate also adds definitions for "concessions" and "discounts" previously included under 552.212-70 *Preparation of Offer (Multiple Award Schedule)*, a provision that has otherwise become obsolete and will be deleted. Minor changes have also been made to more clearly distinguish which parts of the proposal are to be completed directly in eOffer versus a separate upload.

- **SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors (MAR 2016) (Alternate I - JUN 2016)** - This Alternate includes updates to reflect submission of price proposal information via the template in eOffer for products, as well as new instructions for submission of services pricing. For services, pricing will need to be submitted via the same Excel templates as those currently used (Price Proposal Template for Services), and in addition, offerors will also be required to submit a services text file (Price Proposal Text File Template for Services) that will ultimately become their Authorized FSS Price List upon contract award. This is a stop-gap solution that allows the immediate posting of all services price list information to GSA *Advantage!* upon contract award (along with any product pricing already submitted through the module in eOffer) and for the SIP and CORS applications to be eliminated. Future updates will allow services pricing to be directly inputted via eOffer templates. This provision will be updated again at that time. This Alternate also adds definitions for "concessions" and "discounts" previously included under 552.212-70 *Preparation of Offer (Multiple Award Schedule)*, a provision that has otherwise become obsolete and will be deleted. Minor changes have also been made to more clearly distinguish which parts of the proposal are to be completed directly in eOffer versus a separate upload.
- **SCP-FSS-002 Specific Proposal Instructions for Services (FEB 2016) (Alternate I - JUN 2016)** - This Alternate removes references to post-award requirements for preparation of an Authorized FSS Price List. Minor changes have also been made to more clearly distinguish which parts of the proposal are to be completed directly in eOffer versus a separate upload.
- **SCP-FSS-003 Specific Proposal Instructions for Products (JUN 2016)** - This update reflects minor changes to more clearly distinguish which parts of the proposal are to be completed directly in eOffer versus a separate upload.

Program-wide Refresh:

Nullification of Final Rule Implementing E.O. 13673, Fair Pay and Safe Workplaces

On March 27, 2017, [Public Law 115-11 \(H.J. Res 37\)](#) and [Executive Order \(E.O.\) 13782](#) were signed to nullify [FAR Case 2014-025](#), the final rule implementing [E.O. 13673](#), Fair Pay and Safe Workplaces. A Federal Court had previously issued a preliminary injunction on parts of the FAR rule on October 24, 2016. Based on the original court order, the Paycheck Transparency requirement of the FAR rule was not affected, and was recently added to GSA MAS solicitations. However, as of March 27, 2017, the entire Fair Pay and Safe Workplaces FAR rule, including the Paycheck Transparency portion, is now null and void. Rulemaking under a new FAR Case 2017-015 has been undertaken to formally remove the Fair Pay and Safe Workplaces requirements from the FAR. However, the Office of Federal Procurement Policy (OFPP) has provided guidance that states agencies should not wait for formal rescission of the FAR rule and should take action to comply with Pub. L. 115-11.

As a result, all GSA Schedule solicitations will be updated as follows:

The following provisions/clauses will be **DELETED**:

- 52.222-60 Paycheck Transparency (Executive Order 13673)(OCT 2016)
- 52.222-57 Representation Regarding Compliance With Labor Laws (Executive Order 13673) (DEC 2016)
- 52.222-58 Subcontractor Responsibility Matters Regarding Compliance with Labor Laws (Executive Order 13673) (DEC 2016)
- 52.222-59 Compliance With Labor Laws (Executive Order 13673) (DEC 2016)
- 52.222-61 Arbitration of Contractor Employee Claims (Executive Order 13673) (DEC 2016)
- 52.212-3 Offeror Representations and Certifications - Commercial Items (JAN 2017)

The following provisions/clauses will be **ADDED**:

- 52.212-3 Offeror Representations and Certifications - Commercial Items (MAY 2017)

Full Text of New/Updated Clauses and Provisions

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996) (DEVIATION - JUN 2016)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices. Offerors shall indicate in eOffer/eMod a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time.

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times indicated per paragraph (a), above, the Offeror is requested to indicate in eOffer/eMod a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to indicate in eOffer/eMod the items that can be delivered overnight or within 2 days.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999) (DEVIATION - JUN 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed * _____ * percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016)

(a) At the time of offer submission, an electronic version of proposed prices, including terms and conditions, will be submitted utilizing the templates in eOffer. If necessary, eOffer will facilitate the revision of proposed pricing or price-related terms and conditions during the evaluation process. Upon award of a contract, eOffer will use the submitted pricing information to create the Contractor's Authorized Federal Supply Schedule Price List and post it to GSA *Advantage!*.

(b) During the period of the contract, the Contractor shall provide its Authorized Federal Supply Schedule Price List to eligible ordering activities upon request.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003) (DEVIATION - JUN 2016)

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Schedule (FSS) contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause -

Energy-efficient product means a product that -

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

GSA *Advantage!*[®] is an online shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

Recovered materials means waste materials and byproducts recovered or diverted from solid waste, but the term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means -

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that -

(i) Are compliant with the recovered and postconsumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP's designated top 25th percentile levels (see ENERGY STAR [reg] at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/>);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and price lists.

(iii) Online product website.

(iv) Authorized FSS Price List. eOffer allows offerors to indicate environmental and other attributes for each proposed product. These attributes are captured and reflected via the appropriate icons in *GSA Advantage!* when the Authorized FSS Price List is automatically posted upon contract award.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260,

Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of -

(1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims;
or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

**552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014)
(ALTERNATE I - APR 2014) (DEVIATION - JUN 2016)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practices Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practices Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act - Balance of Payments Programs - Supplies*.

(2) Deletions. The Contractor shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reductions. The Contractor shall indicate whether the price reduction falls under item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters, or customer agreements that outline the effective date, duration, and terms and conditions of the price reduction.

(c) *Effective Dates*. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic Updates to the Authorized Federal Supply Schedule Price List*. eMod will capture modifications and automatically update the Contractor's Authorized Federal Supply Schedule Price List on *GSA Advantage!* upon execution of the modification.

(e) Electronic submission of modification requests via eMod is mandatory (<http://eOffer.gsa.gov>).

F-FSS-202-F DELIVERY PRICES (APR 1984) (ALTERNATE I - JUN 2016)

(a) Prices offered must cover delivery to destinations as provided below:

(1) Direct delivery to consignee f.o.b. inland point, country of importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under (1) or (2), above.

(b) Geographic area(s)/countries/zones that are intended to be covered must be identified in the offer.

**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN)
(APR 2000) (ALTERNATE I - JUN 2016)**

(a) The Government may require continued performance of this contract for an additional five-year period when it is determined that exercising the option is advantageous to the Government considering price and other factors. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2) and (3) below.

(2) Performance has been acceptable under the contract.

(3) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period,

unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment clause or Price Reductions clause).

I-FSS-600 CONTRACT PRICE LISTS (APR 2016) (ALTERNATE II - JUN 2016)

(a) Upon award of a contract, eOffer will use the electronically submitted pricing information to create the contractor's Authorized Federal Supply Schedule Price List and post it to *GSA Advantage!*.

(b) The contractor is encouraged to place the GSA identifier (logo) on its website for those supplies or services covered by this contract. The logo can link to the contractor's Authorized Federal Supply Schedule Price List on *GSA Advantage!*. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's website must include only the prices and price-related information that was accepted/awarded by the Government. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(c) Contractor inclusion of incorrect information in the Authorized Federal Supply Schedule Price List may constitute sufficient cause for cancellation, applying the provisions of 52.212-4 *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law-including monetary recovery.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (OCT 2014) (ALTERNATE I - JUN 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial

catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award.

Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e., indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extraordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed * _____ * percent (* _____ %) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practices Format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported;
or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions" and 552.215-72, "Price Adjustment – Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

**SCP-FSS-001-N INSTRUCTIONS APPLICABLE TO NEW OFFERORS (OCT 2015)
(ALTERNATE II - JUN 2016)**

(a) Read the entire solicitation document prior to preparation of your offer.

(b) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.

(c) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).

(d) If the offeror was previously awarded a Schedule contract that was cancelled or allowed to expire due to low or no sales, a new offer for the same Schedule will not be considered unless a minimum of 12 months have passed since the effective date of the cancellation or the expiration date of the previous contract. Any offer submitted prior to the completion of this 12-month period will be rejected.

(e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

(f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-N), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

Solicitation provisions and their applicability are detailed below:

(1) SCP-FSS-002 *Specific Proposal Submission Instructions for Services* – Applies to all offers that propose services, with the exception of offers submitted under Schedule 70.

(2) SCP-FSS-003 *Specific Proposal Submission Instructions for Products* – Applies to all offers that propose products, with the exception of offers submitted under Schedule 70.

(3) SCP-FSS-004 *Specific Proposal Submission Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.

(4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks.

(5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore.

Offerors proposing both products and services must comply with the requirements of SCP-FSS-002 and SCP-FSS-003. Offers submitted under Schedule 70 are required to comply with SCP-FSS-004 only, regardless of whether products and/or services are offered.

(g) The following documents must be submitted by all offerors and are detailed in paragraph (j). See SCP-FSS-002, 003, 004, 005, and 006, as applicable, for additional documents that are required based on specific product and service offerings.

The following documentation requirements are completed directly through the eOffer application:

- (1) *Pathway to Success* training completion verification,
- (2) Active System for Award Management (SAM) registration verification,
- (3) Small Business Subcontracting Plan (if applicable),
- (4) Commercial Sales Practices Format (CSP-1) disclosure,

(5) Technical Proposal,

(6) Price Proposal (applicable to products only).

The offeror must complete and upload the following documents to the eOffer application:

(1) Readiness Assessment for Prospective Offerors,

(2) Financial Statements,

(3) Previous FSS program cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,

(4) Agent Authorization Letter (if applicable),

(5) Completed Past Performance Evaluation and order form,

(6) Price Proposal Template for Services (applicable to services only),

(7) Price Proposal Text File Template for Services (applicable to services only),

(8) Supporting Pricing Documentation,

(9) Price Narrative,

(10) Commercial Price List or Market Rate Sheet (if applicable).

(h) **Withdrawal of Offer:** The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The proposal instructions in SCP-FSS-001-N are common to all solicitations. Some Schedules and SINS have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments "Read Me First" and/or "Critical Information" for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

i. A designated Authorized Negotiator who is also a company officer (i.e., President, CEO, CFO, etc.) must complete (or have completed within one year of the date of offer submission) the *Pathway to Success* training. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Pathway to Success.” The training session is less than two hours total and covers the major factors vendors should consider prior to submitting an offer to GSA. eOffer will verify the name of the person that completed the *Pathway to Success* training and the date of completion.

ii. The offeror must complete and upload to eOffer the *Readiness Assessment for Prospective Offerors*. This free, web-based self-assessment is available through the Vendor Education Center (VEC), which can be accessed directly at <https://gsafas.secure.force.com/MASTrainingHome> or through the Vendor Support Center (<http://vsc.gsa.gov>) by selecting the “Education” tab and then “Vendor Toolbox (Readiness Assessment).” The Readiness Assessment must be completed by a company officer (i.e., President, CEO, CFO, etc.) and completed/dated within the past one-year period. This tool is designed to assist vendors in determining whether they are ready to pursue a Schedule contract and prepares them to navigate the Schedule proposal process.

iii. The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINS proposed. SAM consolidates the information previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

iv. The offeror must upload the following documentation to eOffer, as applicable:

(A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,

(B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,

(C) If a contract was previously awarded under THIS Schedule, and it was subsequently cancelled or allowed to expire due to low sales, a detailed description of the steps the offeror plans to take to generate sales through a new contract that includes the following:

1) A copy of the cancellation letter or notification of determination not to exercise an option,

2) Current Federal sales in excess of \$25,000, as evidenced by copies of contractual documents that identify the Federal entity and the date and value of the product or services provided,

3) Demonstration that there is a reasonable expectation that any future award will comply with clause I-FSS-639 *Contract Sales Criteria*,

4) A marketing plan detailing the steps you plan to take to generate sales through a new GSA Schedule contract.

(D) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,

(E) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

v. The offeror must upload to eOffer financial statements for the previous two-year period (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. GSA will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.103(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Note that 1.) submission of a GSA Form 527 does not meet the aforementioned requirements, and 2.) offerors are NOT to submit tax returns.

vi. The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

Note: GSA's subcontracting goals can be found at the following website:
<http://www.sba.gov/content/smallbusinessgoaling>.

vii. Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

viii. An Agent Authorization Letter must be uploaded to eOffer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The offeror must address the three technical proposal factors below.

i. Factor One - Corporate Experience: The offeror must utilize the module in eOffer to provide a narrative description of its corporate experience. This narrative cannot exceed two pages (10,000 characters) and must address the following:

(A) The number of years of corporate experience in providing the products/services described under this Schedule, regardless of the specific products/services being proposed – a minimum of two (2) years of corporate experience is required,

(B) Organization's number of employees, experience in the field, and resources available to enable it to fulfill requirements,

(C) Brief history of the offeror's activities contributing to the development of expertise and capabilities related to this requirement,

(D) Information that demonstrates the offeror's organizational and accounting controls,

(E) A description of the resources presently in-house or the ability to acquire the type and kinds of personnel/products proposed,

(F) A description of how the offeror intends to market the proposed products/services to Federal clients,

(G) A discussion regarding the intended use of subcontractors.

ii. Factor Two - Past Performance: The offeror must order and upload to eOffer a Past Performance Evaluation from Open Ratings, Inc. (ORI). Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(A) Past Performance Evaluations are valid for a period of one year from the date of issuance by ORI. If the evaluation was issued more than one year prior to the date of proposal submission via eOffer, the proposal will be rejected.

(B) The order form must be completed with a minimum of six (6) customer references. A "customer reference" is defined as a person or company that has purchased relevant products/services from the offeror. The offeror is advised to use references from projects involving products/services related to this solicitation and/or those performed under NAICS code(s) applicable to proposed products/services.

(C) The offeror must upload to eOffer one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form. Failure to submit the completed evaluation and order form will result in rejection of the proposal.

(D) The offeror must address any negative feedback for each of the feedback categories contained in the ORI report, to include actions taken to minimize the problems that resulted in negative feedback.

iii. Factor Three - Quality Control: The offeror must utilize the module in eOffer to provide a narrative that addresses quality control. This narrative cannot exceed two (2) pages (10,000 characters) and must address the following:

(A) A description of internal review procedures that facilitate high-quality standards,

(B) Identification of individuals responsible for ensuring quality control,

(C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,

(D) How potential problem areas and solutions are handled,

(E) The procedures for ensuring quality performance when meeting urgent requirements,

(F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(3) Section III – Price Proposal

i. GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose MFC pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

ii. For PRODUCTS, the offeror must utilize the template in eOffer to submit proposed pricing. For SERVICES, the offeror must utilize the "Price Proposal Template for Services" and the "Price Proposal Text File Template for Services" to prepare its pricing proposal, and *both* completed templates must be uploaded to eOffer (these templates

are provided as an attachment to solicitations that include services). The proposed pricing structure for products and/or services must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the offeror's best price.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

iii. The offeror must upload to eOffer supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc., and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.

iv. The offeror must upload to eOffer a detailed price narrative containing sufficient information for each of the products/services offered to enable the contracting officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the offeror's designated MFC, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror's price narrative must also propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

v. Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they are to be coordinated at the order level.

vi. Complete the Commercial Sales Practices Format (CSP-1) utilizing the module in eOffer. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, the offeror is required to remove any ETS items from its FSS proposal. This applies only to the following Schedules: 73 - Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; 75 - Office Products/Supplies and Services and New Products/Technology; 51V - Hardware Superstore; and 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov, or contact Mr. Eric Beale at ebeale@abilityone.gov/ (703) 603-2119.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) Frustrated Freight (applicable only to overseas delivery)

The offeror must maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The offeror must also demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(4) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. An offer will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINS.

(5) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose MFC pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

SCP-FSS-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS PROGRAM CONTRACTORS (MAR 2016) (ALTERNATE I - JUN 2016)

(a) Offers can be submitted per the streamlined instructions detailed under this provision provided that the contractor meets ALL of the following criteria (otherwise the offer must be submitted in accordance with SCP-FSS-001-N *Instructions Applicable to New Offerors*):

(1) The contractor has an existing FSS program contract under this Schedule and is submitting a new offer for the same SINS.

(2) Sales under the existing contract have averaged a minimum of \$25,000 per year for the previous five years of reported sales.

(3) There is a demonstrated pattern of satisfactory past performance under the existing contract.

(b) Read the entire solicitation document prior to preparation of your offer.

(c) Electronic submission of offers via GSA's eOffer web-based application (<http://eOffer.gsa.gov>) is mandatory.

(d) Offers must be current, concise, and complete, and demonstrate a thorough understanding of solicitation requirements. By submission of an offer, the offeror attests that there have been no exceptions taken to the terms and conditions of this solicitation unless otherwise explicitly identified as required in eOffer (see "Exceptions to Terms and Conditions" under the Standard Response module).

(e) By submission of an offer, the offeror attests that it understands and agrees to comply with the requirements of clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

(f) In addition to full compliance with the requirements of this provision (SCP-FSS-001-S), the offeror must also comply with the following provisions, as applicable. Failure to comply with an applicable provision will result in rejection of the offer.

(1) SCP-FSS-002 *Specific Proposal Instructions for Services* – Applies to all offers that propose services, with the exception of offers submitted under Schedule 70. The offeror must comply with all requirements under this provision with the exception of (d)(2) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(2) SCP-FSS-003 *Specific Proposal Instructions for Products* – Applies to all offers that propose products, with the exception of offers submitted under Schedule 70. The offeror must comply with all requirements under this provision.

(3) SCP-FSS-004 *Specific Proposal Instructions for Schedule 70* – Applies only to offers submitted under Schedule 70 - General Purpose Commercial Information Technology Equipment, Software, and Services. The offeror must comply with all requirements under this provision with the exception of (d) Section II - Technical Proposal (Factor Four - Relevant Project Experience), which is not applicable to streamlined offers.

(4) SCP-FSS-005 *Special Proposal Instructions for Products for Schedule 751* – Applies only to offers submitted under Schedule 751 - Leasing of Automobiles and Light Trucks. The offeror must comply with all requirements under this provision.

(5) SCP-FSS-006 *Special Proposal Instructions for Products and Services for Schedule 23V* – Applies only to offers submitted under Schedule 23V - Automotive Superstore. The offeror must comply with all requirements under this provision.

Offerors proposing both products and services must comply with the streamlined requirements of SCP-FSS-002 and SCP-FSS-003, as detailed above. Offers submitted under Schedule 70 are required to comply with the streamlined requirements of SCP-FSS-004 only, regardless of whether products and/or services are offered.

(g) The following documentation requirements are completed directly through the eOffer application:

(1) Active System for Award Management (SAM) registration verification,

(2) Small Business Subcontracting Plan (if applicable),

(3) Commercial Sales Practices Format (CSP-1) disclosure,

(4) Technical Proposal,

(5) Price Proposal (applicable to products only).

The offeror must complete and upload the following documents to the eOffer application:

(1) Previous FSS cancellations and rejections, pending offers for other Schedule contracts, and awarded Schedule contracts,

(2) Agent Authorization Letter (if applicable),

(3) Price Proposal Template for Services (applicable to services only),

(4) Price Proposal Text File Template for Services (applicable to services only),

(5) Supporting Pricing Documentation,

(6) Price Narrative,

(7) Commercial Price List or Market Rate Sheet (if applicable).

(h) Withdrawal of Offer: The offeror may withdraw its offer from consideration at any time prior to award or rejection by withdrawing it in eOffer. If an offer is withdrawn, a new offer can be resubmitted at a later date. Information saved from the previous withdrawn offer can be copied over to the new offer, excluding uploaded documents.

(i) The streamlined proposal instructions in SCP-FSS-001-S are common to all solicitations. Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and/or “Critical Information” for specific Schedule or SIN requirements.

(j) All offerors must comply with the following:

(1) Section I – Administrative/Contract Data

(i.) The offeror must be registered with the System for Award Management (SAM) at <http://www.sam.gov>. The information provided must be current, accurate, and complete, and reflect the North American Industrial Classification System (NAICS) code(s) for this solicitation and the SINs proposed. SAM consolidates the information

previously contained in the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), and Online Representations and Certifications Application (ORCA) databases.

(ii.) The offeror must upload the following documentation to eOffer, as applicable:

(A) A copy of any cancellation letters received within the preceding two-year period for previously awarded Schedule contracts,

(B) A copy of any rejection notices received within the preceding two-year period for previously submitted Schedule offers,

(C) Information regarding any pending offers under other Schedules, to include the name and phone number of the assigned GSA contract specialist,

(D) Information regarding any currently awarded GSA Schedule contracts, to include the awarded contract number and price list.

(iii.) The offeror must prepare and submit a Small Business Subcontracting Plan, if applicable. The offeror is to complete the Small Business Subcontracting Plan module in eOffer if, pursuant to the applicable NAICS codes and size standards, the offeror is determined to be other than a small business concern for purposes of this solicitation. Large businesses, nonprofit organizations, and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan as detailed in clause 552.219-72 *Preparation, Submission, and Negotiation of Subcontracting Plans*, incorporated by reference. The Government will review each plan to ensure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiation, along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the contracting officer prior to award. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your offer.

Note: GSA's subcontracting goals can be found at the following website:

<http://www.sba.gov/content/smallbusinessgoalng>.

(iv.) Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.

(v.) An Agent Authorization Letter must be uploaded to eOffer if a consultant or third-party agent assisted in the preparation of the offer, will be involved in any part of the negotiation of the offer, or will be involved in any post-award actions. The template for the Agent Authorization Letter can be found as an attachment to the solicitation. The Agent Authorization Letter has both pre- and post-award delegations. For any resultant contract, the contractor is responsible for initiating a modification to ensure all authorized negotiators and delegations are up-to-date (e.g., removing an authorized negotiator that only has pre-award delegations).

(2) Section II – Technical Proposal

The two technical proposal factors are below. The offeror is required to address Quality Control. The submission of data in support of Past Performance is optional.

(i.) Quality Control: The offeror must utilize the module in eOffer to provide a narrative that addresses quality control. This narrative cannot exceed two (2) pages (10,000 characters) and must address the following:

(A) A description of internal review procedures that facilitate high-quality standards,

(B) Identification of individuals responsible for ensuring quality control,

(C) Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance,

(D) How potential problem areas and solutions are handled,

(E) The procedures for ensuring quality performance when meeting urgent requirements,

(F) How quality control will be managed when completing multiple projects for multiple agencies simultaneously.

(ii.) Past Performance: The offeror is not required to address this factor, as past performance will be evaluated based on existing information available to the contracting officer. The offeror may submit relevant past performance references if desired but is not required to. If submitting relevant past performance references please include point of contact information for each.

(3) Section III - Price Proposal

(i.) GSA's pricing goal is to obtain equal to or better than the offeror's Most Favored Customer (MFC) pricing under the same or similar terms and conditions. GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. However, offers that propose MFC pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers."

(ii.) For PRODUCTS, the offeror must utilize the template in eOffer to submit proposed pricing. For SERVICES, the offeror must utilize the "Price Proposal Template for Services" and the "Price Proposal Text File Template for Services" to prepare its pricing proposal, and *both* completed templates must be uploaded to eOffer (these templates are provided as an attachment to all solicitations that include services). The proposed pricing structure for products and/or services must be consistent with the offeror's commercial practices. Pricing must be clearly identified as based either on a "Commercial Price List" or a "Commercial Market Price," as defined in FAR 2.101 (see "Catalog Price" and "Market Prices" under the definition of "Commercial Item").

(A) If the MFC is a Federal agency, but sales exist to commercial customers, identify which, if any, of the commercial customers receive the contractor's best price.

(B) Proposed prices must include the 0.75% Industrial Funding Fee (IFF) (see contract clause 552.238-74 *Industrial Funding Fee and Sales Reporting*). This fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(iii.) The offeror must upload to eOffer supporting documentation for EACH proposed product/service price. Supporting pricing documentation may consist of published and publicly available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc., and must be submitted with the offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be clearly labeled with the name of the corresponding proposed product/service.

(iv.) The offeror must upload to eOffer a detailed price narrative containing sufficient information for each of the products/services offered to enable the contracting officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the offeror's designated Most Favored Customer, the narrative must explain the rationale for proposing such a price in a manner sufficient to enable the contracting officer to determine that the rate is fair and reasonable. Any deviation from the offeror's commercial sales practices must be explained, including the specific circumstances and frequency of the deviations.

The offeror's price narrative must also propose a mechanism for future price adjustments, as detailed below:

(A) If proposed pricing is based on a commercial price list, submit a copy of the company's current, dated price list, catalog, or standard rate sheet (note that this must be an existing, standalone document, and not prepared for purposes of this solicitation). Future price adjustments for pricing based on a commercial price list are subject to clause 552.216-70 *Economic Price Adjustment – Multiple Award Schedule Contracts*.

OR

(B) If proposed pricing is based on commercial market prices, future price adjustments are subject to clause I-FSS-969 *Economic Price Adjustment – FSS Multiple Award Schedule*. The offeror must either propose a fixed annual escalation rate or identify a relevant market indicator (e.g., the Bureau of Labor Statistics Employment Cost Index).

(v.) Travel will be handled in accordance with clause C-FSS-370 *Contractor Tasks/Special Requirements*. Costs for transportation, lodging, meals and incidental expenses are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. These costs should not be included in proposed prices, as they are to be coordinated at the order level.

(vi.) Complete the Commercial Sales Practices Format (CSP-1) utilizing the module in eOffer. Provide a rationale for the given estimate of GSA contract annual sales.

(k) Raising the Bar

In an effort to raise standards under the FSS program, the following requirements have been highlighted in all solicitations and are relevant to this Schedule, as applicable:

(1) AbilityOne Program Products

The AbilityOne Program is a Federal procurement program that generates jobs for individuals who are blind or have another significant disability. In order to distribute AbilityOne products, a vendor must be an authorized AbilityOne Program distributor as designated by the U.S. AbilityOne Commission.

Certain commercial products are considered “essentially the same” (ETS) as AbilityOne products. Because AbilityOne products are mandatory purchases for Federal customers, the offeror is required to remove any ETS items from its FSS proposal. This applies only to the following Schedules: 73 - Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; 75 - Office Products/Supplies and Services and New Products/Technology; 51V -Hardware Superstore; and 70 - General Purpose Commercial Information Technology Equipment, Software, and Services.

For more information on the AbilityOne Program, ETS products, and becoming an authorized AbilityOne distributor, please visit www.abilityone.gov, or contact Mr. Eric Beale at ebeale@abilityone.gov/(703) 603-2119.

(2) Manufacturer Part Number and Universal Product Code Data

Manufacturer Part Number (MPN) data must be submitted for all products. The offeror must ensure that the MPN for each proposed product reflects the actual number assigned. Universal Product Code Type A (UPC-A) data must also be submitted for all products for which this information is commercially available. If MPN (and UPC-A data, if commercially available) is submitted incorrectly or not submitted, the associated product may not be awarded.

(3) Frustrated Freight (applicable only to overseas delivery)

The offeror must maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The offeror must also demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. An offer for OCONUS delivery will not be accepted if the offer does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

(4) Full-Product and Broad-Service Offerings

The offeror must provide a full and broad array of proposed products/services. Offers will not be accepted with limited product/service offerings unless it represents a total solution for the proposed SINs.

(5) Fair and Reasonable Pricing

To determine fair and reasonable pricing, the GSA contracting officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers that propose MFC pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

SCP-FSS-002 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (FEB 2016) (ALTERNATE I - JUN 2016)

(a) Read the entire solicitation document prior to preparation of an offer.

(b) The proposal instructions in SCP-FSS-002 are common to all solicitations that include services (except Schedule 70). Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments "Read Me First" and "Critical Information" for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.

(c) Offerors proposing services must also comply with the following:

(1) Section I - Administrative/Contract Data

(i) The offeror must complete and upload to eOffer the Summary of Offer document.

(2) Section II - Technical Proposal

The offeror must address a fourth technical factor as described below:

(i) Factor Four – Relevant Project Experience: The offeror must prepare and upload to eOffer a narrative demonstrating relevant project experience. A narrative is required for each proposed services SIN and must include the following:

(A) A description of two (2) relevant projects, not to exceed four (4) pages per project. Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.

Each project description must also address the following elements:

- 1) Detailed description of SIN-relevant work performed and results achieved
- 2) Methodology, tools, and/or processes utilized in performing the work
- 3) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- 4) Project schedule (i.e., major milestones, tasks, and deliverables, including an explanation of any delays)
- 5) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN
- 6) Demonstration of required specific experience and/or special qualifications detailed under the proposed SIN.

The offeror may use the same project in support of more than one SIN as long as the description clearly identifies the SIN-relevant work. All examples of completed services must have been deemed acceptable by the customer.

(B) For each project description, the following customer reference information must also be provided (this data is not counted towards the four-page-per-project limitation):

- (1) Customer/client name
- (2) Project name/contract number
- (3) Customer point of contact for project

- (4) Point of contact phone number and email
- (5) Project performance period (include months/years)
- (6) Dollar value of the entire project
- (7) Dollar value of the SIN-relevant portion of the project
- (8) Brief summary of the project as a whole (background, purpose, etc.)
- (9) A copy of the Statement of Work for the project

(C) If relevant project experience does not exist, the offeror may substitute the relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services.

Note: Project Experience substitutions are not allowed for Schedule 84 - Total Solutions for Law Enforcement, Security, Facility Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.

(3) Section III - Price Proposal

(i) The offeror must address additional pricing requirements as described below. The offeror has the option to propose separate rates for "domestic" versus "overseas" and/or "customer facility" versus "contractor facility" if there are variations in costs that depend on where the work is performed. Rates proposed in this manner must be clearly labeled as such and supported through the submission of supporting price documentation.

1. For each proposed labor category, the offeror must provide a detailed position description. Position descriptions are to be uploaded to eOffer, and must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the offeror's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years of experience equates to a BA/BS degree). Once the contract is awarded, these descriptions will become part of the Authorized Federal Supply Schedule Price List.

2. Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF).

(ii) The offeror must upload to eOffer a Professional Compensation Plan in accordance with clause 52.222-46 *Evaluation of Compensation for Professional Employees*. Individual compensation disclosure is not required. Submission of the general compensation practices printed in the offeror's employee handbook is often sufficient.

(iii) The offeror must upload to eOffer a copy of its policy that addresses uncompensated overtime, in accordance with clause 52.237-10 *Identification of Uncompensated Overtime*.

(iv) Service Contract Act: Applicable to this solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

1. The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this Schedule except for any pricing offered for services outside of the United States. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document, "SCA Index of Wage Determinations." The full-text version of each wage determination can be viewed at www.wdol.gov. Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, the offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas included in the geographic scope of the contract (i.e., nationwide); the offeror will be required to comply with applicable SCA wage determination rates and fringe benefits regardless of the price proposed and awarded on any resultant Schedule contract. The offeror may be required to submit supporting documentation for the proposed rates that will allow the contracting officer to conduct cost analysis to determine that offered prices are fair and reasonable.

2. Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing rate SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. No prevailing rate WD may be incorporated into a task order as the order may then be in conflict with the Schedule contract terms and conditions. However, WDs based on collective bargaining agreements (CBAs) may be incorporated into a task order if the task order is found to be a successor contract as used in FAR Subpart 22.10; a CBA WD would be applicable

only to the task order it is incorporated into and no other orders under that Schedule contract.

3. In the price proposal, indicate which proposed labor categories are subject to the SCA by placing a double asterisk (**) next to the labor category name.

4. The following paragraph is meant to be instructive and NOT to be copied as part of proposed Schedule pricing:

For all the offeror's identified SCA-eligible labor categories, map them to the SCA-equivalent labor category title (titles/descriptions available at <http://www.wdol.gov> - click on the "library" link, then download the SCA Directory of Occupations, 5th Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

5. There are two possible strategies for determining price adjustments under SCA-eligible labor categories. All price adjustments under SCA-eligible labor categories shall be in accordance with clause 52.222-43.

52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). Price adjustments for SCA-applicable labor categories shall be in accordance with clause 52.222-43 *Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts)*. When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the contracting officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

In addition to clause 52.222-43, one of the following two methods of escalation will be awarded.

Method 1: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969 *Economic Price Adjustment - FSS Multiple Award Schedule*, utilizing any of the methods available in the solicitation under that clause.

OR

Method 2: When the offered prices are based upon a commercial price list, only revisions in the commercial price list will enable the contractor to revise Schedule contract prices. Schedule contract price increases will be allowed only in accordance with clause 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*.

Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: “No change in the obligation of the contractor or subcontractor with respect to minimum wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract.”

6. Utilize the module in eOffer to submit SCA information in the following format (labor categories shown are for illustrative purposes only):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truckdriver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

SCP-FSS-003 SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (JUN 2016)

(a) Read the entire solicitation document prior to preparation of an offer.

(b) The proposal instructions in SCP-FSS-003 are common to all solicitations that include products (except Schedule 70). Some Schedules and SINs have additional requirements specific to that particular Schedule or SIN. Please review the solicitation attachments “Read Me First” and “Critical Information” for additional information, requirements, and terms and conditions specific to a particular Schedule or SIN.

(c) Offerors proposing products must also comply with the following:

(1) Section I - Administrative/Contract Data

(i) The offeror must complete and upload to eOffer the Summary of Offer document.

(ii) All proposed products must comply with the Trade Agreements Act (TAA). It is the responsibility of the offeror to determine TAA compliance. When an item consists of components from various countries and the components are assembled in an additional country, the test to determine country of origin is “substantial transformation” (reference FAR 25.001(c)(2)). Offerors can go to The Office of Regulations and Rulings within U.S. Customs and Border Protection (CBP), which is the Federal agency responsible for making substantial transformation determinations, reference 19 CFR 177.23. CBP’s determinations or opinions are based upon tariff laws. The offeror may also request an opinion from a third-party expert or make the determination itself. The Internet address for CBP is: <http://www.cbp.gov/>. The offeror should keep this requirement in mind when completing the TAA certification section of its SAM registration. When evaluating offers, the contracting officer will rely solely on the representations and certifications of the offeror and will not make substantial transformation determinations.

(iii) If the offeror is not the manufacturer of the product(s) being proposed, an acceptable Letter of Commitment/Supply must be uploaded to eOffer. See clause I-FSS-644 *Dealers and Suppliers* in the Basic Solicitation and the letter requirements. Failure to provide an acceptable Letter of Commitment/Supply may result in rejection of the offer. See Letter of Supply Template for required language.

(2) Section II - Technical Proposal – No additional requirements.

(3) **Section III - Price Proposal** – No additional requirements.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAY 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision —

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service —

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000–9999, except —

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” —

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically —
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the

people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned —

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through

acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned small business concern” means a small business concern —

(1) That 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 small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in

paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. 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) Veteran-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 as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) 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.

(5) 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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It _____ is, _____ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the

WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It _____ is, _____ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) 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.

(9) 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:

(10) 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 office, 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)(11)(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.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does

not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

(List as Necessary)

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

(g) (1) Buy American — Free Trade Agreements — Israeli Trade Act Certificate.

(Applies only if

the clause at FAR 52.225–3, Buy American — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as Necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

(List as Necessary)

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.

(List as Necessary)

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

(List as Necessary)

(4) Buy American — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as Necessary)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

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

Other End Products:

Line Item No. Country of Origin

(List as Necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.- made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) _____ Have, _____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax

court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.
End Product Country of Origin

(List as Necessary)

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated

price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

* _____ * (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that

—
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

* _____ * (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph

(k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) 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 the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

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

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

- _____ Other _____.
- (5) Common parent.
_____ Offeror is not owned or controlled by a common parent;
_____ Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that —

- (i) It _____ is, _____ is not an inverted domestic corporation; and
(ii) It _____ is, _____ is not a subsidiary of an inverted domestic

corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at

<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of

this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it _____ has or _____ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

_____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

_____ Yes or _____ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

_____ (Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113–235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that —

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not

necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that —

(i) It is _____ is not _____ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is _____ is not _____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it _____ is or _____ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) Removed and reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) _____ does, _____ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).