

DISCLAIMER: GSA FAS is posting this notification of a planned solicitation refresh or mass modification as a courtesy to our Industry Partners. All comments on the attached DRAFT document must be submitted in the “Comments” section below within ten (10) business days of this posting. Comments provided elsewhere or after 10 business days will not be considered. GSA FAS will consider all relevant comments and 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 planning to refresh all GSA Multiple Award Schedules (MAS) to incorporate provision and clause updates as outlined in the section below. For Schedules that offer services, both professional and nonprofessional, the solicitation refresh and corresponding mass modification will also update the application of the Service Contract Labor Standards (SCLS), previously known as the Service Contract Act of 1965 (i.e., the “Service Contract Act” or “SCA”), across the MAS program to align with the U.S. Department of Labor’s SCLS compliance procedures.

Summary of Planned Changes

Below is a high-level description of significant changes planned for the upcoming Schedule 70 Solicitation Refresh 38 and corresponding mass modification, tentatively planned for June 2016. 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.

1. Changes to the application of the Service Contract Labor Standards (SCLS)

The solicitation/contract changes detailed below will update how the SCLS is applied across the MAS program to align with the U.S. Department of Labor’s SCLS compliance procedures. By removing current wage determinations from existing Schedule contracts and requiring the ordering activity to incorporate wage determinations at the order level, ordering activities can ensure that the “most recent” wage determinations are incorporated at the time an individual task order is placed.

Changes to MAS solicitations and contracts will be accompanied by changes in MAS guidance, training, and other resources for contractors and ordering activities to fully implement this policy. Refer to the “SCLS Frequently Asked Questions” attachment and [FAR Subpart 22.10](#) for additional details and guidance.

The following provisions will be UPDATED:

- SCP-FSS-002 Specific Proposal Instructions for Services (APR 2016)
- SCP-FSS-004 Specific Proposal Instructions for Schedule 70 (APR 2016) - **applies to Schedule 70 only**

The following clause will be UPDATED:

- I-FSS-600 Contract Price Lists (APR 2016)
- I-FSS-600 Contract Price Lists (APR 2016) (ALT I - DEC 2008) - **applies to Schedule 70 only**

The current wage determinations will be DELETED from existing contracts and contractors will no longer be required to update wage determinations annually via mass modification. GSA policies and guidance

will be updated to direct ordering activity contracting officers to FAR procedures for incorporation of wage determinations at the task order level.

2. Removal of *Pathways to Success* training requirement for streamlined offers

FAS has removed requirement to complete the *Pathways to Success* training for successful FSS contractors submitting new offers under the streamlined offer process. Offerors must meet all of the criteria identified in SCP-FSS-001-S in order to be eligible to submit a streamlined offer.

The following provision will be UPDATED:

- SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors (MAR 2016)

3. New Designated Countries - Montenegro & New Zealand

DoD, GSA, and NASA issued a final rule (effective February 1, 2016) amending the Federal Acquisition Regulation (FAR) to add Montenegro and New Zealand as new designated countries under the World Trade Organization Government Procurement Agreement (WTO GPA) and update the list of parties to the Agreement on Trade in Civil Aircraft. Additional details, including changes to FAR clauses, are available in the [Federal Register](#).

The following clauses will be UPDATED:

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (FEB 2016) (ALT II - DEC 2015)
- 52.222-19 Child Labor -- Cooperation with Authorities and Remedies (FEB 2016)
- 52.225-5 Trade Agreements (FEB 2016)

4. Prohibition on contracting with entities that require certain internal confidentiality agreements

In 2015, GSA's Senior Procurement Executive issued a class deviation that implements Section 743 of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) for GSA contracting activities. Section 743 prohibits agencies from obligating funds to entities that require their employees (or subcontractors) to sign internal confidentiality agreements (or similar documents) that restrict them from lawfully reporting waste, fraud, or abuse. MAS solicitations will include the provision and clause below to implement this policy until the FAR has been updated to include these requirements.

The following clause will be ADDED:

- 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (FEB 2015) (DEVIATION 2015-02)

The following provision will be ADDED:

- 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015) (DEVIATION 2015-02)

5. FAR clause and provision updates through Federal Acquisition Circular (FAC) 2005-86

Additional FAR provision and clause revisions and additions, including those outlined in FAC numbers 2005-85 and 2005-86, will be incorporated into the refresh and mass modification, as applicable. Refer to the FACs, available at https://www.acquisition.gov/?q=far_archives, for additional details and a complete list of updated provisions/clauses.

Full Text of New/Updated Clauses and Provisions

SCP-FSS-002 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (APR 2016)

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) The Offeror must comply with the instructions outlined in either SCP-FSS-001-N *Instructions Applicable to New Offerors* or SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors*, as applicable.
- (c) 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.
- (d) Offerors proposing services must also comply with the following:

(1) Section I Administrative/Contract Data –

- (i) Complete 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 submit 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, 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 received for the work performed relevant to the SIN offered
- (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) 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 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 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. It is the responsibility of the offeror to post the approved descriptions to GSA *Advantage!*®.

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 submit 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 submit a copy of its policy that addresses uncompensated overtime, in accordance with clause 52.237-10 *Identification of Uncompensated Overtime*,

(iv) Service Contract Labor Standards Applicable to this-solicitation (52.222-41 *Service Contract Labor Standards (May 2014)*), and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49, and 52.222-55)

1. The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to some nonprofessional services to be provided under this Schedule excluding pricing offered for services outside of the United States. The SCLS index of applicable wages may be found on the Department of Labor Wage Determinations website, www.wdol.gov. Some of the proposed services may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS 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 SCLS 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 analysis to determine that offered prices are fair and reasonable.

2. Schedule contractors, at the task order level, must comply with the most recent base rate and fringe benefit rate requirements of the prevailing rate Department of Labor Wage Determination (WD), posted on the WDOL.gov website. Responsibility is placed on the Task Order Contracting Officer (TCO) to obtain the applicable wage determination from the WDOL.gov website or via the e98 process and insert the wage determination into the task order. WDs based on collective bargaining agreements (CBAs) may also 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. Escalation of SCLS-covered services shall be in accordance with FAR clause 52.222-43 **and** either clause I-FSS-969 or clause 52.216-70.

Regardless of the escalation method used, the contractor must ensure that they are not selling above negotiated Schedule pricing and they remain in compliance with SCLS wage determinations as included at the task order level.

Note 1: The contractor will not be automatically allowed an increase in prices based solely on the issuance of a new wage determination. Contractor may be required to furnish the Schedule Contracting Officer with additional justification for a price increase. Additional justification may include, but is not limited to, invoices, payroll information, current e98s, RFQ, and/or task order information.

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."

4. In the price proposal and approved price list, in accordance with FSS-600, indicate which proposed services are subject to the SCLS by placing a double asterisk (**) next to the labor category or fixed price service name.

5. Insert the following language at the end of the GSA price list per I-FSS-600. "The Service Contract Labor Standards (SCLS), formerly the Service Contract Act (SCA) is applicable to Multiple Award Schedule contracts. Labor categories and fixed priced services marked with a (**) in this pricelist, may be subject to SCLS. Under FAR 22.1006, the Task Order Contracting Office (TCO) must identify if the task order falls under SCLS. The TCO is responsible for determining the place of performance, obtaining the most recent applicable wage determination(s) utilizing Department of Labor prescribed procedures, and incorporating the wage determination(s) into the task order. TCOs may also add additional non-conflicting SCLS clauses as needed."

SCP-FSS-004 SPECIFIC PROPOSAL INSTRUCTIONS FOR SCHEDULE 70 (APR 2016)

- (a) Read the entire solicitation document prior to preparation of an offer.
- (b) CRITICAL INFORMATION - See attachment "Critical Information Specific to Schedule 70." Thoroughly read the attachment for additional information, requirements, and terms and conditions specific to Schedule 70.
- (c) The Offeror must comply with the instructions outlined in either SCP-FSS-001-N *Instructions Applicable to New Offerors (Alternate I – MAR 2016)* or SCP-FSS-001-S *Instructions Applicable to Successful FSS Program Contractors*, as applicable.
- (d) Offerors submitting an offer under Schedule 70 must also comply with the following:

I Section I - Administrative/Contract Data

(1) 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)). The Offeror may also request an opinion from

a third-party expert or make the determination itself. 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 final substantial transformation determinations(reference 19 CFR Part 177 Subpart B). CBP's determinations or opinions are based upon tariff laws . 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 on the representations and certifications of the Offeror and will not make substantial transformation determinations.

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

(3) If offering END USER LICENSE AGREEMENTS (EULAs), TERMS OF SERVICE (TOS) AGREEMENTS FOR SOFTWARE USE, AND/OR OTHER AGREEMENTS – Often ordering activities will decline to place an order because of Federally non-compliant terms (e.g., customer indemnification). This results in a loss of business for the Schedule holder. In order to facilitate GSA's review and negotiation of each individual set of terms for compliance with Federal law, the Offeror is required to submit its EULA or TOS Agreement in an editable format, and preferably with the Federally non-compliant terms and conditions already removed. Such submissions may help GSA avoid delays in reviewing and negotiating each individual agreement. "Clickwrap" submissions or links to agreements are not acceptable. The Offeror must clearly define what additional products, services, and prices are included with its EULA, TOS Agreement, and other Agreements.

II Section II - Technical Proposal:

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

(1) Factor Four – Relevant Project Experience: The Offeror must submit a narrative demonstrating relevant project experience. A narrative is required for each proposed total solution or service SIN, (this includes, but is not limited to, SIN132-51 -Information Technology Professional Services and SIN 132-60f - Identity and Access Management Professional Services). The narrative must include the following:

(i) The narrative must include a description of three (3) 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. For companies with less than two years of corporate experience, Offeror shall submit relevant projects of key personnel.

Each project description must also address the following elements:

- (A) Detailed description of SIN-relevant work performed and results achieved
- (B) Methodology, tools, and/or processes utilized in performing the work
- (C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays

(E) How the work performed is similar in scope and complexity to the work solicited under the proposed SIN

(F) 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.

(ii) The following SINs have additional requirements that shall be addressed in the Relevant Project Experience narrative:

(A) SIN 132-54 Commercial Satellite Communications (COMSATCOM) and SIN 132-55 Commercial Satellite Communications (COMSATCOM) Subscription Services

- (1) Address requirements in CI-FSS-152-N *Additional Evaluation Factors for New Offerors Under Schedule 70* or CI-FSS-152-S *Additional Evaluation Factors for Successful FSS Program Contractors Under Schedule 70*
- (2) Address requirements in CI-FSS-055 *Commercial Satellite Communication (COMSATCOM) Services*

(B) SINs 132-60A – 132-60F Identity, Credential and Access Management (ICAM)

- (1) Address requirements in CI-FSS-152-N *Additional Evaluation Factors for New Offerors Under Schedule 70* or CI-FSS-152-S *Additional Evaluation Factors for Successful FSS Program Contractors Under Schedule 70*
- (2) Address requirements in CI-FSS-052 *Authentication of Products and Services*

(C) SIN 132-50 Training - The narrative must include the following:

- (1) Course names, brief description, length of course, type of training, location (on or off customer site) and any other pertinent details to the training offered.
- (2) If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer's software and/or hardware products.

* Note that commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products

offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold.

III Section III - Price Proposal:

The Offeror must address the price proposal factor as described below:

- (1) 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.
 - (i) For each proposed labor category, the Offeror must provide a detailed position description. Position descriptions 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. It is the responsibility of the Offeror to post the approved descriptions to GSA *Advantage!*[®].
 - (ii) Proposed prices for services must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF). (See Proposal Price Template - Labor Categories spreadsheet tab)
 - (A) The Offeror must submit a Professional Compensation Plan in accordance with clause 52.222-46 Evaluation of Compensation for Professional Employees. Submission of the general compensation practices printed in the Offeror's employee handbook is often sufficient. Individual (By Employee Name) compensation disclosure is not required.
 - (B) The Offeror must submit a copy of its policy that addresses uncompensated overtime, in accordance with clause 52.237-10 *Identification of Uncompensated Overtime*.
 - (C) The Offeror must submit a copy of its proposed Authorized Federal Supply Schedule Pricelist for the General Purpose Commercial Information Technology, Equipment, Software and Services Schedule (see clause I-FSS-600 Contract Price Lists).
 - (D) Service Contract Labor Standards Applicable to this-solicitation (52.222-41 *Service Contract Labor Standards (May 2014)*, and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49, and 52.222-55)
 - (1) The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA) applies to some nonprofessional services to be provided under this Schedule excluding any pricing offered for services outside of the United States. The SCLS index of applicable wages may be found on the Department of Labor Wage Determinations website, www.wdol.gov. Some of the proposed services may be subject to the SCLS (usually nonprofessional categories and fixed-price services). As such, the Offeror should verify that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCLS 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 SCLS 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 analysis to determine that offered prices are fair and reasonable.

(2) Schedule contractors, at the task order level, must comply with the most recent base rate and fringe benefit rate requirements of the prevailing rate Department of Labor Wage Determination (WD), posted on the WDOL.gov website. Responsibility is placed on the Task Order Contracting Officer (TCO) to obtain the applicable wage determination from the WDOL.gov website or via the e98 process and insert the wage determination into the task order. WDs based on collective bargaining agreements (CBAs) may also 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) Escalation of SCLS-covered services shall be in accordance with FAR clause 52.222-43 and either clause I-FSS-969 or clause 552.216-70.

Regardless of the escalation method used, the contractor must ensure that they are not selling above negotiated Schedule pricing and they remain in compliance with SCLS wage determinations as included at the task order level.

Note 1: The contractor will not be automatically allowed an increase in prices based solely on the issuance of a new wage determination. Contractor may be required to furnish the Schedule Contracting Officer with additional justification for a price increase. Additional justification may include, but is not limited to, invoices, payroll information, current e98s, RFQ, and/or task order information.

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."

(4) In the price proposal, when non-professional labor categories are proposed, they should fall under SIN 132 100. In the price proposal and approved price list, in accordance with I-FSS-600, indicate which proposed services are subject to the SCLS by placing a double asterisk (**) next to the labor category or fixed price service name.

(5) Insert the following language at the end of the GSA price list per I-FSS-600. "The Service Contract Labor Standards (SCLS), formerly the Service Contract Act (SCA) is applicable to Multiple Award Schedule contracts. Labor categories and fixed priced services marked with a (**) in this pricelist, may be subject to SCLS. Under FAR 22.1006, the Task Order Contracting Office (TCO) must identify if the task order falls under SCLS. The TCO is responsible for determining the place of performance, obtaining the most recent applicable wage determination(s) utilizing Department of Labor prescribed procedures, and incorporating the wage determination(s) into the task order. TCOs may also add

additional non-conflicting SCLS clauses as needed. Under Schedule 70 orders, all non-professional labor categories (SIN 132-100) must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.”

I-FSS-600 CONTRACT PRICE LISTS (APR 2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238 -71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor’s electronic files must be complete; correct; readable; virus -free; and contain and conditions that were accepted by the Government. They will be added to GSA’s electronic ordering system known GSA *Advantage!*[®], a menu -driven database system contract ordering information, terms and conditions, up -to-date pricing, and electronic order. The Contractor’s electronic files must be received no later than 30 days after award. Contractors should refer to clause I ~~Advantage!~~ [®] GSA for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!*[®] can be found in clause I 90SS - 5 Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor’s Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant “web price lists” shown on the contractor’s web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. 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.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238 -71, Submission and Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the

commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On - line access to contra
pricing, and the option to create an electronic delivery order are available through GSA
Advantage![®], a menu -driven database system .
Advantage![®] is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll dfree W ATS num ber a
FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross - reference to
item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices

based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

1d. If the Contractor is proposing labor categories that are Service Contract Labor Standards (SCLS) applicable indicate which proposed labor categories are subject to the SCLS by placing a double asterisk (**) next to the labor category name.

1e. If Contractor is proposing labor categories under SCLS, insert the following language at the end of the GSA price list. "The Service Contract Labor Standards, formerly the Service Contract Act (SCA), is applicable to this contract and it includes SCLS applicable labor categories. Labor categories marked with a (**) in this pricelist, may be SCLS applicable. Under FAR 22.1006, the Task Order CO (TCO) must identify if the task order falls under SCLS. It is the responsibility of the task order contracting officer to determine the place of performance and obtain the most recent applicable wage determination utilizing FAR procedures and insert the wage determination into the task order. TCOs may also add additional SCLS clauses as needed."

Schedule 70 contractors should add the following to the end of the language: "Under Schedule 70 orders, all non-professional labor categories (SIN 132-100) must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately."

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2 -day delivery. The
and 2 ed schedule are available. A
customer may contact the Contractor for rates for overnight and 2 -day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The

obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212 - Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the:

GSA, Federal Supply Service

National Customer Service Center (QC0CC)
Bldg. #4, 1500 E. Bannister Road
Kansas City, MO 64131-3009
Telephone: 1(800) 488-3111

I-FSS-600 CONTRACT PRICE LISTS (APR 2016) (ALTERNATE I – DEC 2008)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238 and Distribution of Authorized FSS Schedule Price lists.

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(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus free; and contain prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*[®], a menu-driven database that provides on-line access to pricing, and the option to create an electronic delivery order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I *Advantage!*[®] [SEE C.53] for further information.

-free; and contain

-driven database

-line access to c

(3) Further details on EDI, ICs, and GSA *Advantage!*[®] can be found in clause I Electronic Commerce .

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(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Services' price list. The identifier URL is located at FSS.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must be clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Pricelists.

(1) The Contractor shall prepare a paper Information Technology Schedule pricelist in accordance with the Attachment titled "Guidelines For Format and Content of Authorized Information Technology Schedule Pricelist". Two (2) copies of the proposed Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.

(3) Modifications to Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.

(4) As an option, the Contractor may provide two (2) copies (including cover letter) of the Authorized Information Technology Schedule pricelist to the Contracting Officer for review prior to distribution. Accuracy of information and computation of prices is the responsibility of the Contractor.

(5) The Contractor may formally print and distribute the Authorized Information Technology Schedule pricelist. Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the pricelist, and 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.

(6) In addition, one copy of the Authorized Information Technology Pricelist must be submitted to the:

GSA, Federal Supply Service
National Customer Service Center (QC0CC)
Bldg. #4, 1500 E. Bannister Road
Kansas City, MO 64131-3009
Telephone: 1(800) 488-3111

SCP-FSS-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS CONTRACTORS (MAR 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 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 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 (CSP) disclosure.

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) Technical Proposal,
- (4) Price Proposal Template,
- (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 provide the following, 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/small-business-goaling>.
- (iv.) Unless otherwise requested, the offeror shall not submit brochures, newsletters, or other marketing materials.
- (v.) An Agent Authorization Letter must be completed and submitted as part of the offer 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 is to submit a single narrative for this factor, regardless of the number of products/services offered. This narrative cannot exceed two (2) pages 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 Most Favored Customer 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.) Submit proposed pricing using the attached Price Proposal Template. The Price Proposal Template MUST be submitted in Microsoft Office Excel format. The proposed pricing structure 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.) Provide 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 submit 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 must also propose a mechanism for future price adjustments, as detailed below:

(A) If pricing proposed in the Price Proposal Template 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 pricing proposed in the Price Proposal Template 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) in eOffer in accordance with the instructions provided. 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 Most Favored Customer pricing but are not highly competitive will not be determined fair and reasonable and will not be accepted.

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS–REPRESENTATION (FEB 2015) (DEVIATION 2015-02)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, 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.

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION 2015-02)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with 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.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.