GSA NORTHEAST & CARIBBEAN REGION 2
MAS MODIFICATION INSTRUCTIONS
PRODUCTS & SERVICES
Updated July 2019

Attention Industry Partner:

GSA Region 2 has developed detailed, interactive modification instructions for utilizing GSA eMOD, modification submission templates, required documentation for different modifications, and other resources to be able to prepare a modification package for Region 2 GSA Schedule Contracts that can be quickly processed and awarded.

Please go to the Table of Contents page, click on the desired subject matter. Each section of the table will bring you to either the GSA eMod website or the proper section of the document explaining the modification requirements.

All attachments embedded within this document are available on the left side of your screen. Simply click on the document and the template will open. All templates except the pricing templates are also available in text form within the document (see Table of Contents).

If at any time during this process you have questions, please contact the Contract Specialist assigned to your contract. Email and phone number can be found via http://www.gsaelibrary.gsa.gov. (Enter your contract number. Click on your company name. Your GSA Government Contracting Specialist is on the right, across from your company POC.)

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Required Documents To Be Included With Modification

Cancellation/Terminations Modifications

Modification Authority 552.238-73 or 52.212-4(m) or (l)

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed letter by authorized negotiator explaining purpose and reasoning for modification and the date the contract is to be cancelled.	

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Required Documents To Be Included With Modification

Add Labor Category and/or Service Offerings

Modification Authority 552.238-81

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template embedded on left side of this document)	

	• **Prior to adding labor categories or services for Schedule 736 TAPS, please read requirements by reading Critical Information Schedule 736 TAPS (document is also embedded on left side of this document).**	
2	Commercial Sales Practice Format (CSP) (if applicable). CSP is NOT required if participating in TDR pilot under applicable TDR SIN. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
3	Service Contract Act (SCA) Matrix (if applicable) SCA Matrix	
4	Labor Category, Training Course, or Support Products Descriptions of items being added (as applicable). Labor Category, Training Course Descriptions Document	
5	Professional Compensation Plan (FAR 52.222-46)	
6	Copy of company policy addressing uncompensated overtime (FAR 52.237-10(a) (if not already on file)	
7	Supporting Price Documentation (Invoices, etc.) May not be required if participating in TDR pilot under applicable TDR SIN. Check with your Contracting Officer. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
8	Add Labor, Course, or Service Proposal Price List (PPL) (Template embedded on left side of this document)	
9	Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Labor, Course, or Service Proposal Price List (PPL) but showing your entire GSA Catalog. (Template embedded on left side of this document)	
10	Dated Commercial Price List (NOT required if participating in TDR pilot under applicable TDR SIN.)	

1. Submit a **Cover Letter** (Template embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Commercial Sales Practices (CSP) Format Information IAW SCP-FSS-001(j)(3(iv) and (vi): CSP is NOT required if participating in TDR pilot under applicable TDR SIN. Click here for instructions applicable to TDR Pilot Participants

   The eMod system has been enhanced to contain an auto-fillable CSP document for the following types of mods and submods:

   a) Pricing:
      i. Temporary Price Reduction
      ii. Permanent Price Reduction (Based on Most Favorite Customer)
      iii. Permanent Price Reduction (Based on Industry Partner Requested)
      iv. Economic Price Adjustment with CPL (EPA with CPL)
      v. Economic Price Adjustment without CPL (EPA without CPL)

   b) Additions
      i. Add Labor category(s)
      ii. Add SIN(s)
      iii. Add Service Offerings

   c) Deletions
      i. Delete Services
      ii. Delete SIN(s)
      iii. Delete Labor Category(s)

   d) Revise Terms and Conditions
      i. Add/Modify CSP (Note that this is a new subtype found under "Revised Terms and Conditions"

   - The CSP format as referenced in this document is an auto- fillable module in eMod and not a separate document. In order to download the Proposal Price List (PPL) referenced in this document you must visit the link below that corresponds to your schedule contract.(CLICK HERE for sample guidance on filling out the CSP)

3. Identify in excel format with the SCA Matrix all SCA eligible labor categories being added.

4. Labor Category Descriptions, Training Course Descriptions, and or Service Descriptions. This is

a separate document than the pricing or SCA Matrix spreadsheets. The description document shall include:

a. Labor Category Descriptions
   i. Detailed position description (include functional responsibilities)
   ii. Minimum years of experience
   iii. Minimum years of education/degree requirements
   iv. Applicable training/certification requirements
   v. 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).
   vi. Copy of offeror's policy that addresses uncompensated overtime (Clause 52.237-10(a))
   vii. Pricing Escalation Standard
   viii. Identify labor categories that are subject to under Service Contract Labor Standard (SCLS) formally known as the Service Contract Act (SCA).
      1. Include SCLS Equivalent Code and Title
      2. Wage Determination Number

b. Training Courses
   i. Title
   ii. Brief description of the course including major course objectives
   iii. Length of Course (number of hours/days)
   iv. Min/Max # of participants
   v. Price for additional students above minimum if applicable
   vi. Support materials provided as part of the course (e.g., training manuals, CDs, DVDs.)

c. Fixed Price Services
   i. Description of each service (sufficient detail to ensure ordering agencies have enough information to know what they are buying
   ii. Demonstrate how each service is within the scope of the applicable SIN(s)

5. Professional Compensation Plan
   a. 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 generally sufficient if the handbook sets forth salary ranges and fringe benefits proposed for the professional employees who will work under the contract.

6. Identification of Uncompensated Overtime
   a. In accordance with clause 52.237-10 Identification of Uncompensated Overtime, the Offeror must submit a copy of its policy addressing uncompensated overtime, as defined in 52.237-10 paragraph (a).

7. Supporting Price Documentation:

   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.

   Invoices or receipts must be provided to demonstrate actual prices paid so the Contracting Officer can make a reasonable determination that items have been sold commercially.

   Invoices may not be required if not participating in TDR pilot under applicable TDR SIN.

Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN

8. Add Labor, Course, or Service Proposal Price List (PPL)

   - A PPL is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the Add Labor, Course, or Service Proposal Price List (PPL) (Template embedded on left side of this document) as incorporated in the modification instructions will be accepted. Inclusion of any other version may result in rejection.
   - Proposed prices must represent fully-burdened rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit, and IFF)

Note: The PPL is not to be reformatted or changed. Formulas must be seen in the spreadsheet. It needs to be completed and submitted in exactly the same format incorporated in the template or your modification will be rejected.

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 offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-75 Price Reductions.

(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.

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.

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).

9. Provide the complete, updated GSA price list showing the entire contract portfolio that will be displayed on GSA Advantage! after modification approval. The format shall be the same as the Add Labor, Course, or Service Proposal Price List (PPL) (Template embedded on left side of this document).

10. Submit your dated Commercial Price list showing the prices, items and item descriptions. (NOT required if participating in TDR pilot under applicable TDR SIN.)

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Required Documents To Be Included With Modification

Add Product(s)

Modification Authority 552.238-81

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package

1	Signed and Dated **Cover Letter** ● **Prior to adding products, please review "Made in America", "Trade Agreements Act", and "Essentially the Same (ETS)" requirements for products** by reading Critical Information Schedule 75 Legacy SINs 75-85, 75-200, and 75-210 and Critical Information Schedule 75 Enhanced SIN 75-220 and 75-280 (both documents are also embedded on left side of this document). ● Make note of Hazardous Material information as they apply to the products being added within your eMod Cover Letter, if applicable ● For Schedule 75 SINs 75-85, 75-200, 75-220, and 75-280 include the following with your cover letter: ○ Ability One Certification ○ Written explanation of how you will meet all environmental reporting and green product requirements ○ Written explanation of how you will meet all Trade Agreements Act requirements (FAR 52.225-5) ○ Written explanation how you will provide 4 business days transportation After Receipt of Order (ARO) within CONUS.	
2	Commercial Sales Practice Format (CSP) (if applicable). CSP is not required if participating in TDR pilot under applicable TDR SIN. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
3	Provide a signed Letter or Supply (LOS)(Attachment 1) and Offeror Acknowledgment Letter (Attachment 2) if adding products for Schedule 75. (Both documents are also embedded on left side of this document). **Only provide if LOS is currently not on file for this supplier **Offeror Acknowledgment Letter is only for offerors providing toner	
4	Dated Commercial Price List (NOT required if participating in TDR pilot under applicable TDR SIN.)	
5	Supporting Price Documentation (Invoices, etc.) May not be required if participating in TDR pilot under applicable TDR SIN. Check with your Contracting Officer. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
6	Add Products Proposal Price List (PPL) (Template embedded on left side of this document) You must fill in all cells of PPL, any empty cells may cause the modification to be rejected. If the cell is not applicable, please type in "N/A". Do not	

	leave the cell empty.	
7	Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Products Proposal Price List (PPL) but showing your entire GSA Catalog. (Template embedded on left side of this document)	

1. Submit a Signed and Dated **Cover Letter** (Template embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - **Prior to adding products, please review "Made in America", "Trade Agreements Act", and "Essentially the Same (ETS)" requirements for products** by reading Critical Information Schedule 75 Legacy SINs 75-85, 75-200, and 75-210 and Critical Information Schedule 75 Enhanced SIN 75-220 and 75-280
   - Make note of Hazardous Material information as they apply to the products being added within your eMod Cover Letter, if applicable
   - Regarding Schedule 75 parameters for Trade Agreement Act, AbilityOne Essentially the Same (ETS) and EPA rules for products see Critical Information Schedule 75 Legacy SINs 75-85, 75-200, and 75-210 and Critical Information Schedule 75 Enhanced SIN 75-220 and 75-280

2. Commercial Sales Practices (CSP) Format Information IAW SCP-FSS-001(j)(3(iv) and (vi): Click here for instructions applicable to TDR Pilot Participants

   The eMod system has been enhanced to contain an auto-fillable CSP document for the following types of mods and submods:

   - Pricing:
     - Temporary Price Reduction
     - Permanent Price Reduction (Based on Most Favorite Customer)
     - Permanent Price Reduction (Based on Industry Partner Requested)
     - Economic Price Adjustment with CPL (EPA with CPL)
     - Economic Price Adjustment without CPL (EPA without CPL)
   - Additions
     - Add Labor category(s)
     - Add SIN(s)
     - Add Service Offerings
   - Deletions

        - Delete Services
        - Delete SIN(s)
        - Delete Labor Category(s)

    - Revise Terms and Conditions
        - Add/Modify CSP (Note that this is a new subtype found under "Revised Terms and Conditions"

  - The CSP format as referenced in this document is an auto- fillable module in eMod and not a separate document. In order to download the Proposal Price List (PPL) referenced in this document you must visit the link below that corresponds to your schedule contract.(CLICK HERE for sample guidance on filling out the CSP)

3. Letter or Supply (LOS)(Attachment 1) and Offeror Acknowledgment Letter (Attachment 2) (Both documents are also embedded on left side of this document).

    - Only provide if LOS is currently not on file for this supplier
    - Offeror Acknowledgment Letter is only for offerors providing toner

4. Dated Commercial Price List showing the prices, items and item descriptions
5. Supporting Price Documentation:

   Invoices or receipts must be provided to demonstrate actual prices paid so the Contracting Officer can make a reasonable determination that items have been sold commercially.

   Invoices may not be required if not participating in TDR pilot under applicable TDR SIN.

   Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN

6. Add Product Proposal Price List (Template embedded on left side of this document))

    - A PPL is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the Add Labor, Course, or Service Proposal Price List (PPL) (Template embedded on left side of this document) as incorporated in the modification instructions will be accepted. Inclusion of any other version may result in rejection.
    - You must fill in all cells of PPL, any empty cells may cause the modification to be rejected. If the cell is not applicable, please type in "N/A". Do not leave the cell empty.

Under MAS 75, vendors will have the option to offer other enhanced delivery options such as next-day delivery, desktop delivery and secure desktop delivery. In addition, they may offer real time order status tracking on GSA Advantage, office services, and walk-in/on-site stores.

Convenience Fee for Enhanced SIN(s) 75 220 and 75 280 Offerors ONLY: A convenience fee to fulfill orders below the minimum order amount may be proposed. If a convenience fee

is proposed, this fee will be negotiated and the Contractor will fulfill orders below the minimum order amount with the addition of this convenience fee. This convenience fee must be specified in the applicable catalog/pricelist.

NOTE – As of April 2019, vendor must offer both Convenience Fee and Real Time Order Status. These are mandatory requirements.

Identify proposed fee in the Add Product Proposal Price List for optional delivery service(s). (Enter "N/A" if none is offered) (Template embedded on left side of this document):

Service	Proposed Fee
Next-Day Delivery	
Desktop Delivery	
Secure Desktop Delivery	
Convenience Fee	

Note: The PPL is not to be reformatted or changed. Formulas must be seen in the spreadsheet. It needs to be completed and submitted in exactly the same format incorporated in the template or your modification will be rejected.

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 offeror's best price. This will allow the Government to establish a "basis of award" customer in accordance with paragraph (a) of clause 552.238-75 Price Reductions.

(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.

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.

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).

7. Provide the complete, updated GSA price list showing the entire contract portfolio that will be displayed on GSA Advantage! after modification approval. The format shall be the same as the Add Products Pricing Worksheet (Template embedded on left side of this document).

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Required Documents To Be Included With Modification

Add SIN

Modification Authority 552.238-81

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors

hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template embedded on left side of this document)	
2	Commercial Sales Practice Format (CSP) (if applicable). CSP is not required if participating in TDR pilot under applicable TDR SIN. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
3	Project list and descriptions for relevant project (include Statements of Work):: ● Schedule OOCORP - one relevant project required; ● Schedule 738X, 736, 67, and 75 - two relevant projects and descriptions (not exceeding 4 pages for each project) for each SIN being added along with solicitation project forms (see applicable solicitations) and; ● Schedule 76 - two relevant projects and descriptions (not exceeding 4 pages for each project) for each SIN being added.	
4	Supporting Price Documentation (Invoices, etc.) May not be required if participating in TDR pilot under applicable TDR SIN. Check with your Contracting Officer. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
5	Click link if adding Labor Category, Course, and/or Service Offerings and follow steps of that section	
6	Click link here if adding Products and follow steps of that section	
7	Proposal Price List (PPL) (Templates embedded on left side of this document). You must fill in all cells of PPL, any empty cells may cause the modification to be rejected. If the cell is not applicable, please type in "N/A". Do not leave the cell empty. **Choose which spreadsheet fits your needs by reviewing the subject tabs on the bottom of the sheet.	
8	Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Products Proposal	

	Price List (PPL) or Add Labor, Course, or Service Proposal Price List (PPL), but showing your entire GSA Catalog. (Templates embedded on left side of this document)	

1. Submit a **Cover Letter** (Template embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Commercial Sales Practices (CSP) Format Information IAW SCP-FSS-001(j)(3(iv) and (vi): Click here for instructions applicable to TDR Pilot Participants

   The eMod system has been enhanced to contain an auto-fillable CSP document for the following types of mods and submods:

   - Pricing:
     - Temporary Price Reduction
     - Permanent Price Reduction (Based on Most Favorite Customer)
     - Permanent Price Reduction (Based on Industry Partner Requested)
     - Economic Price Adjustment with CPL (EPA with CPL)
     - Economic Price Adjustment without CPL (EPA without CPL)
   - Additions
     - Add Labor category(s)
     - Add SIN(s)
     - Add Service Offerings
   - Deletions
     - Delete Services
     - Delete SIN(s)
     - Delete Labor Category(s)
   - Revise Terms and Conditions
     - Add/Modify CSP (Note that this is a new subtype found under "Revised Terms and Conditions"

   - The CSP format as referenced in this document is an auto- fillable module in eMod and not a separate document. In order to download the Proposal Price List (PPL) referenced in this document you must visit the link below that corresponds to your schedule contract.(CLICK HERE for sample guidance on filling out the CSP)

3. 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 one (1) or two (2) relevant project depending on solicitation, not to exceed four (4) pages per project (20,000 characters in eOffer/eMod). Each description must clearly indicate the SIN to which it applies, and identify the specific services being proposed under that SIN. The project 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 multi-year 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.

If the Offeror was previously awarded a Schedule contract for these services that was cancelled or allowed to expire due to low or no sales, at least one of the Offeror's relevant projects must be a Federal prime contract valued in excess of $25,000.

(B) For each project description, the following customer reference information must also be provided:

(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 complete copy of the Statement of Work, Performance Work Statement

or Statement of Objectives for the project.

4. Supporting Price Documentation:

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.

Invoices or receipts must be provided to demonstrate actual prices paid so the Contracting Officer can make a reasonable determination that items have been sold commercially.

Invoices may not be required if not participating in TDR pilot under applicable TDR SIN.

Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN

NOTE: Steps 5-8 self explanatory

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Required Documents To Be Included With Modification

Address Change

Modification Authority 552.238-81(a)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** stating new address and old address you wish to delete. (Template also embedded on left side of this document)	

2	Provide a copy of SAM showing the new address	

1. Submit a **Cover Letter** (Template embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Copy of SAM showing new address (Please print the SAM page confirming your new address)

Note: Address Changes: You must first change your address in the System for Award Management (SAM) at https://www.sam.gov/SAM/. Upon accessing the eMod system, the vendor will be notified of the address change via a pop-up message. The user will be required to confirm the new address and will be prompted to apply the new address to any other GSA schedule contracts that the company may hold. An automatic rapid action modification (RAM) will be sent to your Contracting Officer to incorporate the change into your contract. The generated modification will not affect the list of current Authorized Negotiators or Contact for Contract Administration.

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Required Documents To Be Included With Modification

Contract Administrator/Point of Contact (POC)

Modification Authority G-FSS-900-C

And

Authorized Negotiator

Modification Authority K-FSS-1

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package

1	Signed and Dated **Cover Letter** signed by an ALREADY APPROVED authorized negotiator (as identified in your contract) stating the changes or additions of the contract administrator, point of contact, or authorized negotiator. (Template also embedded on left side of this document)	
2	Provide a completed copy of the "Agent Authorized Letter" (Template also embedded on left side of this document) *Note: If a firm is adding a third party as an authorized negotiator, also attach an agent authorization letter (found as a separate document in the latest solicitation refresh) signed by the contractor's authorized negotiator.	

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Required Documents To Be Included With Modification

Email Address Change

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the email to be deleted and the new email to be added.	

1. Submit a **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and

accurate. All other terms and conditions remain the same."

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Required Documents To Be Included With Modification

Fax Change

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the fax number to be deleted and the new fax number to be added.	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

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Required Documents To Be Included With Modification

Industrial Funding Fee (POC)

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the designated Point of Contact (POC) to be contacted regarding the Industrial Funding Fee. Information will include: ● Name of POC; ● Title; ● Address; ● Phone Number and; ● Email	
3	Provide name of POC you wish to remove (if applicable)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

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Required Documents To Be Included With Modification

Point of Contacts for Manufacturers, Dealers, Resellers, Agents

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the designated Point of Contact (POC). Information will include: ● Name of POC; ● Title; ● Address; ● Phone Number and; ● Email ● Relationship to your company ● Role in this schedule contract	
3	Provide name of POC you wish to remove (if applicable)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   .

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Required Documents To Be Included With Modification

Order Point of Contact (POC)

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the

SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the designated Point of Contact (POC) to be contacted regarding Schedule Orders. Information will include: ● Name of POC; ● Title; ● Address; ● Phone Number and; ● Email	
3	Provide name of POC you wish to remove (if applicable)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

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Required Documents To Be Included With Modification

Telephone Change

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend

that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the new designated telephone number.	
3	Provide old telephone number you wish to remove (if applicable)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

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Required Documents To Be Included With Modification

Website Address Change

Modification Authority G-FSS-900-C

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Provide the new designated website address.	
3	Provide old website address you wish to remove (if applicable)	
4	Provide a copy of SAM showing the new website address	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

Note: Website Changes: You must first change your website address in the System for Award Management (SAM) at https://www.sam.gov/SAM/. Upon accessing the eMod system, the vendor will be notified of the website address change via a pop-up message. The user will be required to confirm the new website address and will be prompted to apply the new website address to any other GSA schedule contracts that the company may hold. An automatic rapid action modification (RAM) will be sent to your Contracting Officer to incorporate the change into your contract. The generated modification will not affect the list of current Authorized Negotiators or Contact for Contract Administration.

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Required Documents To Be Included With Modification

Delete Labor Category, Course, or Service Offerings

Modification Authority 552.238-81

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Delete Labor, Course, or Service Proposal Price List (PPL) showing items to be deleted (Template embedded on left side of this document)	
3	Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Labor, Course, or Service Proposal Price List (PPL) but showing your entire GSA Catalog. (Template embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Show the items being deleted in the proper Delete Labor, Course, or Service Proposal Price List (PPL) showing items to be deleted (Template embedded on left side of this document)

3. Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Labor, Course, or Service Proposal Price List (PPL) but showing your entire GSA Catalog. (Template embedded on left side of this document)

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Required Documents To Be Included With Modification

Delete Product(s)

Modification Authority 552.238-81 or 52.225-5

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more

efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Delete Product Proposal Price List (PPL) (Template embedded on left side of this document)	
3	Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product Proposal Price List (PPL) but showing your entire GSA Catalog. (Template embedded on left side of this document)	

1. Submit a cover letter signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Show the items being deleted in the proper Delete Product PPL format (Template embedded on left side of this document)

3. Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product Proposal Price List (PPL) but showing your entire GSA Catalog. (Template embedded on left side of this document)

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Required Documents To Be Included With Modification

Delete SIN

Modification Authority 552.238-81

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Click here if deleting Delete Labor Category, Course, and/or Service Offerings	
3	Click here if deleting Delete Products	
4	Delete Proposal Price List (PPL) (Templates embedded on left side of this document). **Choose which spreadsheet fits your needs by reviewing the subject tabs on the bottom of the sheet.	
5	Entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Products Proposal Price List (PPL) or Add Labor, Course, or Service Proposal Price List (PPL), but showing your entire GSA Catalog. (Templates embedded on left side of this document)	

1. Submit a cover letter signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter

   "By submission of the modification request, {insert Company Name} has certified that all information is current, complete and accurate.

2. Click on appropriate link Delete Labor Category, Course, and/or Service in the checklist depending on items being deleted within the request deleted SIN.

3. Click on appropriate link Delete Products in the checklist depending on items being deleted within the request deleted SIN.

NOTE: Steps 4-5 Self explanatory

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Required Documents To Be Included With Modification

Change of Name Agreement Modification FAR 42.1205

Modification Authority 42.1204 or 52.212-4 (c)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated Cover Letter (Template also embedded on left side of this document)	
2	If name change has already been **processed by another federal agency/organization,** a signed copy of the modification which **must** include your GSA contract as one of the affected contracts impacted by the Change of Name. (Contractor may skip remaining steps below if this is applicable)	
3	Three signed original Change-of-Name Agreements (Template also embedded on left side of this document)	
4	The document affecting the name change, authenticated by a proper official of the State having jurisdiction.	
5	The opinion of the contractor's legal counsel stating that the change of name was properly effected under applicable law and showing the effective date. Suggested Legal Certification of Name Change Template (Template also embedded on left side of this document)	
6	A list of all affected contracts and purchase orders remaining unsettled between the contractor and the Government, showing for each: ● Contract number ● Contract type	

	• Name and address of the contracting office. The contracting officer may request the total dollar value as amended and the remaining unpaid balance for each contract.	

1. Prior to submitting a modification, please review Federal Acquisition Regulation (FAR) 42.1204 (a) and (b) and 42.1205 to determine whether you should submit a novation or change of name agreement to GSA for the subject contract.

   Submit a Cover Letter signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:
   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   a. State whether or not the DUNS is changing and provide the new DUNS if it is changing, **if it is changing you must add change of DUNS request into your submitted modification request.**

Note: Legal Documents must be sent in hard copy for Change of Name Agreements, rather than electronically.

Note: Do not create the electronic modification request until the hard copy documents have been mailed to your CO. Once the CO has confirmed receipt of the hard copy documents you will submit the Name Change eMod request.

IMPORTANT: Once the CO/CS has confirmed receipt and the firm submits the Name Change eMod Request the firm must check not only the box for a "Name Change" mod type, but also a change of "DUNS number" mod type if applicable.

2. If you are requesting that GSA recognize a change of name agreement that has already been **processed by another federal agency/organization,** a signed copy of the modification must be provided and **must** include your GSA contract as one of the affected contracts impacted by the Change of Name. The signed modification must also include the incorporated Change of Name Agreement and Exhibit A identifying the GSA contract.

3. If you determine GSA is the responsible agency for the initial processing of your Change-of-Name Agreements (Template also embedded on left side of this document) modification, submit ALL documents required by regulation (FAR 42.1205 for change of name agreement)

   a. Confirm the name of your GSA Contract Specialist (see the eLibrary instructions in the first paragraph of the modification instructions).

   b. Mail the 3 SIGNED ORIGINAL Change-of-Name Agreements (Template also embedded on left side of this document) documents to your assigned Contract Specialist at the address specified by your Contract Specialist.

Ensure you include **three copies of the original signed Change of Name Agreements.**
****NOTE: This is a FAR requirement and not a GSA requirement)**

- Required Documents Numbered 4-6 are self explanatory

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Required Documents To Be Included With Modification

Novation Agreement Modification (FAR 42.1204)

Modification Authority 42.1204 or 52.212-4 (c)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated Cover Letter (Template also embedded on left side of this document)	
2	If novation has already been **processed by another federal agency/organization,** a signed copy of the modification. (Contractor may skip remaining steps below)	
3	Three signed original proposed Novation Agreement (Template also embedded on left side of this document)	
4	ALL documents required by regulation (FAR 42.1204(e) and (f) for novation)	
5	Subcontracting Plan (if applicable)	
6	A list of all affected contracts and purchase orders remaining unsettled between the contractor and the Government, showing for each: • Contract number • Contract type • Name and address of the contracting office.	

	The contracting officer may request the total dollar value as amended and the remaining unpaid balance for each contract.	

1. Prior to submitting a modification, please review Federal Acquisition Regulation (FAR) 42.1204 (a) and (b) and 42.1205 to determine whether you should submit a novation or change of name agreement to GSA for the subject contract.

   Submit a Cover Letter (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

NOTE: For novations, the "transferor" is the company that holds the government contract that needs to be modified. Example: ABC Company has been bought by XYZ Company. In this example, the "transferor" is ABC Company and the "transferee" is the XYZ Company.

GSA is required by federal regulation to determine if the transferee is a responsible party to receive a federal contract. Therefore, please include either in your modification request cover letter or as an attachment to the cover letter the following information about the transferee:

a. State that the transferee has ensured that the registrations in SAM are current, accurate, and reflect the NAICS code(s) for the contract being transferred. SAM registration is at www.sam.gov. Confirm that the transferee and all the officers of the transferee's company are not currently debarred or suspended from receiving federal contracts.

b. Identify whether the transferee has any existing GSA Schedule contracts, and if so, the contract numbers of those contracts, along with the name, title, telephone number, email address, and mailing address of the applicable Contracting Officer.

c. Provide the transferee's company website address.

d. State whether or not the DUNS is changing and provide the new DUNS if it is changing, **if it is changing you must add change of DUNS request into your submitted modification request.**

e. Provide the following information:
   - Name of new point of contact for Contract Administration and all Authorized Negotiators. For each individual include the following:
     - Title
     - Phone # and extension
     - Fax #
     - Address- if different from contract address (address in SAM) ensure this is noted.
     - Email address

- Identify which Authorized Negotiators can sign and commit the company

Note: Legal Documents must be sent in hard copy for Novations and Change of Name Agreements, rather than electronically.

Note: Do not create the electronic modification request until the hard copy documents have been mailed to your CO. Once the CO has confirmed receipt of the hard copy documents you will submit the Novation eMod request.

IMPORTANT: Once the CO/CS has confirmed receipt and the firm submits the Novation eMod Request the firm must check not only the box for a "Novation" mod type, but also a change of "DUNS number" mod type. If the DUNS number is not changed in this step of the process, it can cause a system error that will delay the novation.

2. If you are requesting that GSA recognize a novation or that has already been **processed by another federal agency/organization,** a signed copy of the modification must be provided and **must** include your GSA contract as one of the affected contracts impacted by the Novation. The signed modification must also include the incorporated Novation Agreement and Exhibit A identifying the GSA contract.

3. If you determine GSA is the responsible agency for the initial processing of your Novation modification, submit **three original copies of the signed novation-related documents** (see Novation Agreement (Template also embedded on left side of this document))

    - Confirm the name of your GSA Contract Specialist (see the eLibrary instructions in the first paragraph of the modification instructions).

    - Mail the original documents to your assigned Contract Specialist at the address specified by your Contract Specialist.

4. If you determine GSA is the responsible agency for the initial processing of your Novation modification, submit ALL documents required by regulation (FAR 42.1204(e) and (f) for novation).

5. If your company is changing from a small business size to a large business size according to your NAICs code, a Subcontracting Plan will be required. If your company is already a large business and is remaining a large business, an updated Subcontracting Plan will be required.

    a. In accordance with clause 52.219-28, Post Award Small Business Program Re-representation, paragraph (b) (1), you must re-represent your business size in SAM. Once this re-representation is done, you must submit a "Representation of Size" modification via the eMod system in order for GSA to recognize your new

business size.

b. If the transferor was awarded as a small business and the transferee is other than a small business for the NAICS code(s) established in the contract, then the transferee must complete and submit a subcontracting plan from the current solicitation with the modification request. You can submit a request to add a subcontracting plan via the eMod system.

6. List of all government contracts (including BPAs and task orders placed under all contracts) affected by the change, and the Contracting Officer/Administrative Contracting Officer name, address, telephone number, and e-mail for each affected government contract.

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Required Documents To Be Included With Modification

Temporary Price Reduction

Modification Authority 552.238-75

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document) • Make note your price reduction will go into effect effective immediately so set your start date as today's date and choose the end date for the temporary price reduction.	
2	Commercial Sales Practice Format (CSP) (if applicable). CSP is not required if participating in TDR pilot under applicable TDR SIN. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	

3	Temporary Price Reduction Proposal Price List (PPL) (Template also embedded on left side of this document)	
4	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - Make note your price reduction will go into effect effective immediately so set your start date as today's date and choose the end date for the temporary price reduction.

2. Commercial Sales Practices (CSP) Format Information IAW SCP-FSS-001(j)(3(iv) and (vi): Click here for instructions applicable to TDR Pilot Participants

   The eMod system has been enhanced to contain an auto-fillable CSP document for the following types of mods and submods:

   - Pricing:
     - Temporary Price Reduction
     - Permanent Price Reduction (Based on Most Favorite Customer)
     - Permanent Price Reduction (Based on Industry Partner Requested)
     - Economic Price Adjustment with CPL (EPA with CPL)
     - Economic Price Adjustment without CPL (EPA without CPL)
   - Additions
     - Add Labor category(s)
     - Add SIN(s)
     - Add Service Offerings
   - Deletions
     - Delete Services
     - Delete SIN(s)
     - Delete Labor Category(s)
   - Revise Terms and Conditions
     - Add/Modify CSP (Note that this is a new subtype found under "Revised Terms and Conditions"

- The CSP format as referenced in this document is an auto- fillable module in eMod and not a separate document. In order to download the Proposal Price List (PPL) referenced in this document you must visit the link below that corresponds to your schedule contract.(CLICK HERE for sample guidance on filling out the CSP)

3. Temporary Price Reduction Proposal Price List (PPL) (Template embedded on left side of this document)

   A PPL is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the PPL as incorporated in the modification instructions will be accepted. Inclusion of any other version may result in rejection.

   NOTE: Include the end date of the temporary price reduction in the cover letter and spreadsheet

4. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Economic Price Adjustments based on a Commercial Price List (CPL)

Modification Authority 552.216-70 Deviation II July 2016

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package

1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document) ● Make note your price increase will not go into effect effective until the modification is completed and signed by the Contracting Officer. ● Provide the CO with some background information regarding your current prices, the applicable wage determination price levels, and the increases necessary for your company. ● **Prior to changing pricing for labor categories or services for Schedule 736 TAPS, please read requirements by reading Critical Information Schedule 736 TAPS (document is also embedded on left side of this document).** ● **Prior to changing pricing for products on Schedule 75, please review "Made in America", "Trade Agreements Act", and "Essentially the Same (ETS)" requirements for products** by reading Critical Information Schedule 75 Legacy SINs 75-85, 75-200, and 75-210 and Critical Information Schedule 75 Enhanced SIN 75-220 and 75-280 (both documents are also embedded on left side of this document).	
2	Commercial Price List (CPL) with effective date.	
3	Supporting Pricing Documentation (Invoices etc.) Click here for instructions applicable to TDR Pilot Participants	
4	EPA Pricing Worksheet (Template embedded on left side of this document) You must fill in all cells of PPL, any empty cells may cause the modification to be rejected. If the cell is not applicable, please type in "N/A". Do not leave the cell empty. **Note: As per 552.216-70 Deviation II,** (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) 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).	

	(2) Increases are requested before the last 60 days of the contract period. (3) 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 • 10 (ten) percent (Sch. 67, 75, 76, & 81IB) • 5 (five) percent (Sch. 00CORP) • 4 (four) percent (Sch. 736 & 738X) 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.	
5	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - IAW SCP-FSS-008 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (March 2019) (d)(3)(iv) Service Contract Act: Escalation was clarified and all non-professional labor categories (SCA covered) shall be escalated IAW 52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). In addition to clause 52.222-43, one of the following two methods of escalation will be awarded, I-FSS-969 or 552.216-70. If your contract was awarded prior to this SCP revision, be sure to request an additional method of escalation for your non-exempt labor categories.
   - State that you are requesting an Economic Price Adjustment (EPA) in accordance with EPA Clause 552.216-70. Identify the amount of EPA being requested, pursuant to the changes in the CPL. Note: The percent increase cannot be greater than the annual cap in the contract and the percent increase between your awarded CPL and new CPL prices.
   - State that all prices offered to GSA include the current 0.75% IFF.

2. Provide a copy of the current CPL with its effective date.

3. Verify that the requested EPA does not negatively affect the discount relationship with the Basis of Award (BOA) customer(s) established at the time of award (or last modification; whichever is more recent).

   Provide documentation supporting the reasonableness of the price increase. Supporting pricing documentation may consist of published and publicly available commercial catalogs/price lists, copies of invoices, contracts, quote sheets, etc.

4. EPA Pricing Worksheet (Template embedded on left side of this document)

   An EPA Pricing Worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the PPL as incorporated in the modification instructions will be accepted. Inclusion of any other version may result in rejection.

5. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Economic Price Adjustments without a Commercial Price List (CPL)

Modification Authority 52.222-41(C)(3) or 52.222-43 or I-FSS-969

Economic Price Adjustments based on Market Pricing

Modification Authority 52.222-41(C)(3), 52.222-43, 552.216-70 Dev. II or I-FSS-969 Alt. II

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

Section I: Market Pricing (EPA) Modification Checklist		
#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document) ● Make note your price increase will not go into effect effective until the modification is completed and signed by the Contracting Officer. ● Provide the CO with some background information regarding your current prices, the applicable wage determination price levels, and the increases necessary for your company to be in compliance with the wage determined rates set forth by the Department of Labor. ● **Prior to updating pricing for labor categories or services for Schedule 736 TAPS, please read requirements by reading Critical Information Schedule 736 TAPS (document is also embedded on left side of this document).** ● **Prior to changing pricing for products on Schedule 75, please review "Made in America", "Trade Agreements Act", and "Essentially the Same (ETS)" requirements for products** by reading Critical Information Schedule 75 Legacy SINs 75-85, 75-200, and 75-210 and Critical Information Schedule 75 Enhanced SIN 75-220 and 75-280 (both documents are also embedded on left side of this document).	
2	Copy of the Agreed Upon Market Indicator. See SCA Matrix for Labor Categories and Services	
3	EPA Pricing Worksheet (Template embedded on left side of this document) You must fill in all cells of PPL, any empty cells may cause the modification to be rejected. If the cell is not applicable, please type in "N/A". Do not leave the cell empty. **Note: As per 552.216-70 Deviation II and I-FSS-969 Alt. II,** 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) 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). (2) Increases are requested before the last 60 days of the contract period. (3) 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 • 10 (ten) percent (Sch. 67, 75, 76, & 81IB) • 5 (five) percent (Sch. 00CORP) • 4 (four) percent (Sch. 736 & 738X) 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.	
4	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - IAW SCP-FSS-008 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (March 2019) (d)(3)(iv) Service Contract Act: Escalation was clarified and all non-professional labor categories (SCA covered) shall be escalated IAW 52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). In addition to clause 52.222-43, one of the following two methods of escalation will be awarded, I-FSS-969 or 552.216-70. If your contract was awarded prior to this SCP revision, be sure to request an additional method of escalation for your non-exempt labor categories.
   - State that you are requesting an Economic Price Adjustment (EPA) in accordance

with EPA Clause I-FSS-969. Identify the amount of EPA being requested. Note: The percent increase cannot be greater than the annual cap in the contract.

- State that all prices offered to GSA include the current 0.75% IFF.

2. Submit a copy of the market indicator that was agreed upon at the time of award (or modification, whichever is most recent). If you do not have the ECI quarter identified in your award documents you may determine the correct quarter by utilizing the following guidance. See SCA Matrix for Labor Categories and Services

3. EPA Pricing Worksheet (Template embedded on left side of this document)

   An EPA Pricing Worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the pricing worksheet as incorporated in the modification instructions will be accepted. Inclusion of any other version may result in rejection.

   Note: The percent increase cannot be greater than the annual cap in the contract, nor can it be greater than the market indicator demonstrates (for example, if your contract is based on a BLS ECI table, and the current published increase is 2.5%, you could not receive more than a 2.5% EPA).

   If pricing is based on commercial market rates with an Economic Price Adjustment at a fixed rate escalation, clause I-FSS-969 (b) (1), include pricing for the remaining contract years, including all option periods, with the annual escalation percentage (e.g. 2%) stated in the price list.

   Verify that the requested EPA does not negatively affect the discount relationship with the BOA established at the time of award (or last modification, whichever is more recent).

4. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Types of Modifications: EPA Based on Service Contract Act (SCA)

Modification Authority 52.222-41(C)(3), 52.222-43, 552.216-70 Deviation II or I-FSS-969 Alt. II,

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efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

Section II: SCA (EPA) Modification Checklist		
#	Documents Required to be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** • Make note your price increase will not go into effect effective until the modification is completed and signed by the Contracting Officer. • Provide the CO with some background information regarding your current prices, the applicable wage determination price levels, and the increases necessary for your company to be in compliance with the wage determined rates set forth by the Department of Labor. For more information regarding wage compliance for government contracts go to https://beta.sam.gov/ and find "Wage Determinations". • **Prior to adding labor categories or services for Schedule 736 TAPS, please read requirements by reading Critical Information Schedule 736 TAPS (document is also embedded on left side of this document).**	
2	Current/Wage Determinations (WD) by Number. See SCA Matrix	
3	Wage Determination Pricing Worksheet (Template embedded on left side of this document) You must fill in all cells of PPL, any empty cells may cause the modification to be rejected. If the cell is not applicable, please type in "N/A". Do not leave the cell empty. **Note: As per 552.216-70 Deviation II and I-FSS-969 Alt. II,** 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: (4) 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). (5) Increases are requested before the last 60 days of the contract period. (6) At least 30 days elapse between requested increases. In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed • 10 (ten) percent (Sch. 67, 75, 76, & 81IB) • 5 (five) percent (Sch. 00CORP) • 4 (four) percent (Sch. 736 & 738X) 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.	
4	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

(Note: Applicable to price changes IAW clause 52.222-43, Fair Labor Standards Act and SCA Price Adjustment (Multiple Year and Option Contracts), due to incorporating revised wage determinations into the contract)

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

"I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Identify the current and new wage determinations (WD) by number, revision number, and date of last revision. Provide spreadsheet(s) identifying the original and changed direct labor and/or health and welfare benefit rates, and applicable costs (e.g., FICA, FUCA, SUTA, Workmen's Compensation). Provide the information showing how you calculated the changes in an Excel spreadsheet format so that the calculations may be verified by the reviewer. See SCA Matrix

3. Provide a Wage Determination Pricing Worksheet (Template embedded on left side of this document) spreadsheet showing the current contract rates, the total amounts to be added due to the WD increases, and the resulting new rates (see sample template below; labor category, dollars and percentages shown are for example purposes).

4. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Permanent Price Reduction (Based on Most Favored Customer)

Modification Authority 552.238-75

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package

1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document) ● Make note your price reduction will go into effect effective immediately so set your start date as today's date. ● Enter a detailed description of your reduction including information regarding the "most favored customer" upon which your GSA rates are based as well as any other information that may be relevant to the CO.	
2	Commercial Sales Practice Format (CSP) (if applicable). CSP is not required if participating in TDR pilot under applicable TDR SIN. ● When your schedule contract prices are based on the rates offered to your most favored customer, you need to be sure to update your schedule so your rates remain equal to or below that which is offered to other clients. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
3	Permanent Price Reduction Pricing Sheet (Template embedded on left side of this document)	
4	Commercial Price List with Effective Date	
5	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - Make note your price reduction will go into effect effective immediately so set your start date as today's date.
   - Enter a detailed description of your reduction including information regarding the "most favored customer" upon which your GSA rates are based as well as any other information that may be relevant to the CO.

2. Commercial Sales Practices (CSP) Format Information IAW SCP-FSS-001(j)(3(iv)

and (vi): Click here for instructions applicable to TDR Pilot Participants

The eMod system has been enhanced to contain an auto-fillable CSP document for the following types of mods and submods:

- Pricing:
  - Temporary Price Reduction
  - Permanent Price Reduction (Based on Most Favorite Customer)
  - Permanent Price Reduction (Based on Industry Partner Requested)
  - Economic Price Adjustment with CPL (EPA with CPL)
  - Economic Price Adjustment without CPL (EPA without CPL)
- Additions
  - Add Labor category(s)
  - Add SIN(s)
  - Add Service Offerings
- Deletions
  - Delete Services
  - Delete SIN(s)
  - Delete Labor Category(s)
- Revise Terms and Conditions
  - Add/Modify CSP (Note that this is a new subtype found under "Revised Terms and Conditions"

- The CSP format as referenced in this document is an auto- fillable module in eMod and not a separate document. In order to download the Proposal Price List (PPL) referenced in this document you must visit the link below that corresponds to your schedule contract.(CLICK HERE for sample guidance on filling out the CSP)

3. Permanent Price Reduction Pricing Sheet (Template embedded on left side of this document)

   A pricing worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the PPL as incorporated in the modification instructions will be accepted. Inclusion of any other version will result in rejection.

4. Commercial Price List with Effective Date

5. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Permanent Price Reduction (Industry Partner Requested)

Modification Authority 552.238-75

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document) ● Make note your price reduction will go into effect effective immediately so set your start date as today's date. ● Enter a detailed description of your reduction including information regarding the "most favored customer" upon which your GSA rates are based as well as any other information that may be relevant to the CO.	
2	Commercial Sales Practice Format (CSP) (if applicable). CSP is not required if participating in TDR pilot under applicable TDR SIN. ● When your schedule contract prices are based on the rates offered to your most favored customer, you need to be sure to update your schedule so your rates remain equal to or below that which is offered to other clients. Click here for instructions applicable to TDR Pilot Participants or TDR eligible contractors choosing to participate in the TDR Pilot when adding a TDR Pilot SIN	
3	Permanent Price Reduction Pricing Sheet (Template embedded on left side of this document)	

4	Commercial Price List with Effective Date	
5	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - Make note your price reduction will go into effect effective immediately so set your start date as today's date.
   - Enter a detailed description of your reduction including information regarding the "industry partner request" upon which your GSA rates are based as well as any other information that may be relevant to the CO.

2. Commercial Sales Practices (CSP) Format Information IAW SCP-FSS-001(j)(3(iv) and (vi): Click here for instructions applicable to TDR Pilot Participants

   The eMod system has been enhanced to contain an auto-fillable CSP document for the following types of mods and submods:

   - Pricing:
     - Temporary Price Reduction
     - Permanent Price Reduction (Based on Most Favorite Customer)
     - Permanent Price Reduction (Based on Industry Partner Requested)
     - Economic Price Adjustment with CPL (EPA with CPL)
     - Economic Price Adjustment without CPL (EPA without CPL)
   - Additions
     - Add Labor category(s)
     - Add SIN(s)
     - Add Service Offerings
   - Deletions
     - Delete Services
     - Delete SIN(s)
     - Delete Labor Category(s)

- Revise Terms and Conditions
  - Add/Modify CSP (Note that this is a new subtype found under "Revised Terms and Conditions"

- The CSP format as referenced in this document is an auto- fillable module in eMod and not a separate document. In order to download the Proposal Price List (PPL) referenced in this document you must visit the link below that corresponds to your schedule contract.(CLICK HERE for sample guidance on filling out the CSP)

3. Permanent Price Reduction Pricing Sheet (Template embedded on left side of this document)

   A pricing worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the PPL as incorporated in the modification instructions will be accepted. Inclusion of any other version will result in rejection.

4. Commercial Price List with Effective Date

5. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Wage Determinations

Modification Authority 52.222-41(C)(3) or 52.222-43

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

Section I: Market Pricing (EPA) Modification Checklist

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document) ● Provide the CO with some background information regarding your current prices, the applicable wage determination price levels, and the increases necessary for your company to be in compliance with the wage determined rates set forth by the Department of Labor. For more information regarding wage compliance for government contracts go to https://beta.sam.gov/ and find "Wage Determinations". ● **Prior to adding labor categories or services for Schedule 736 TAPS, please read requirements by reading Critical Information Schedule 736 TAPS (document is also embedded on left side of this document).**	
2	Copy of the Agreed Upon Market Indicator	
3	Identify the current and new wage determinations (WD) by number, revision number, and date of last revision.	
4	Provide Wage Determination spreadsheet (templates embedded on left side of this document) identifying the original and changed direct labor and/or health and welfare benefit rates, and applicable costs (e.g., FICA, FUCA, SUTA, Workmen's Compensation) **Note**: Can only be applied on the 12 month anniversary date of award.	
5	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - IAW SCP-FSS-008 SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (March 2019) (d)(3)(iv) Service Contract Act: Escalation was clarified and all non-professional labor categories (SCA covered) shall be escalated IAW 52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). In addition to clause 52.222-43, one of the following two methods of escalation will be awarded, I-FSS-969 or 552.216-70. If your contract was awarded prior to this SCP revision, be sure to request an additional method of escalation for your non-exempt labor categories.
   - For more information regarding wage compliance for government contracts go to https://beta.sam.gov/ and find "Wage Determinations".
   - State that you are requesting an Economic Price Adjustment (EPA) in accordance with EPA Clause I-FSS-969. Identify the amount of EPA being requested. Note: The percent increase cannot be greater than the annual cap in the contract.
   - State that all prices offered to GSA include the current 0.75% IFF.

2. Submit a copy of the market indicator that was agreed upon at the time of award (or modification, whichever is most recent). If you do not have the ECI quarter identified in your award documents you may determine the correct quarter by utilizing the following guidance.

   - To select the correct quarter to escalate by, you will select the appropriate indicator based on clause guidance identified in I-FSS-969(b)(2):
     " 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"
   - If the 1449 does not identify the most recent quarter based on award date you can find it at (https://www.bls.gov/schedule/2019/05_sched.htm)

3. Identify the current and new wage determinations (WD) by number, revision number, and date of last revision. Provide the information showing how you calculated the changes in an Excel spreadsheet format so that the calculations may be verified by the reviewer.

4. Provide Wage Determination spreadsheet(s) (Sample pricing templates for all modifications are embedded on left side of this document) identifying the original and changed direct labor and/or health and welfare benefit rates, and applicable costs (e.g., FICA, FUCA, SUTA, Workmen's Compensation).

   A pricing worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the PPL as

incorporated in the modification instructions will be accepted. Inclusion of any other version will result in rejection.

Note: The percent increase cannot be greater than the annual cap in the contract, nor can it be greater than the market indicator demonstrates (for example, if your contract is based on a BLS ECI table, and the current published increase is 2.5%, you could not receive more than a 2.5% EPA).

If pricing is based on commercial market rates with an Economic Price Adjustment at a fixed rate escalation, clause I-FSS-969 (b) (1), include pricing for the remaining contract years, including all option periods, with the annual escalation percentage (e.g. 2%) stated in the price list.

Verify that the requested EPA does not negatively affect the discount relationship with the BOA established at the time of award (or last modification, whichever is more recent).

(Note: Applicable to price changes IAW clause 52.222-43, Fair Labor Standards Act and SCA Price Adjustment (Multiple Year and Option Contracts), due to incorporating revised wage determinations into the contract)

5. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Change in Geographic Coverage (Scope)

Modification Authority 52.212-4(c)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted	Included in

	(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)	Package
1	Signed and Dated **Cover Letter** Template also embedded on left side of this document)	
2	Provide the new designated geographic coverage area.	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter:

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Provide a narrative with the new designated geographic coverage area and the services and/or supplies it applies to.

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Required Documents To Be Included With Modification

Part(s) Number Change

Modification Authority 52.212-4(c)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** Template also embedded on left side of this document)	
2	Part(s) Number Change Pricing List Template embedded on left side of this	

	document)	
3	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - Make note of Hazardous Material information as they apply to the products being added within your eMod Cover Letter, if applicable

2. Part(s) Number Change Pricing List Template embedded on left side of this document)

   A pricing worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the PPL as incorporated in the modification instructions will be accepted. Inclusion of any other version will result in rejection.

3. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Product Descriptive Change

Modification Authority 52.212-4(c)

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#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Product(s) Description Change Pricing List (Template embedded on left side of this document)	
3	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - Make note of Hazardous Material information as they apply to the products being added within your eMod Cover Letter, if applicable

2. Product(s) Description Change Pricing List (Template embedded on left side of this document)

   A pricing worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the Product(s) Description Change Pricing List (Template embedded on left side of this document) as incorporated in the modification instructions will be accepted. Inclusion of any other version will result in rejection.

3. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Service Descriptive Change

Modification Authority 52.212-4(c)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** (Template also embedded on left side of this document)	
2	Service(s) Description Change Pricing List (Template embedded on left side of this document)	
3	Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

   - Make note of Hazardous Material information as they apply to the products being added within your eMod Cover Letter, if applicable

2. Service(s) Description Change Pricing List (Template embedded on left side of this document)

   A pricing worksheet is also required. Currently this form is not in eMod and you will need to upload it to the system as a separate attachment. Only the current version of the Service(s) Description Change Pricing List (Template embedded on left side of this document) as incorporated in the modification instructions will

be accepted. Inclusion of any other version will result in rejection.

3. Provide the entire updated and approved GSA Schedule price list showing the entire contract portfolio that will be displayed on GSA Advantage! after the completion of the modification. The format shall be the same as the Add Product or Add Labor Category, Training, or Service template depending on the portfolio. (Templates embedded on left side of this document)

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Required Documents To Be Included With Modification

Create/Manage Clause Exceptions

Modification Authority 52.212-4(c)

When uploading final GSA Advantage! price lists in SIP, GSA recommends contractors use the SIP "change" button to upload only the items being added, deleted, or updated. It is more efficient, less time consuming to upload, and provides a significantly lower risk of inadvertently damaging your established Advantage! portfolio. GSA DOES NOT recommend that contractors hit the SIP "replace" button to upload their entire GSA contract portfolio after every modification.

#	Documents Required to Be Submitted *(Contracting Officer may require more than is listed and possibly different due to unique circumstances of the request)*	Included in Package
1	Signed and Dated **Cover Letter** Template also embedded on left side of this document)	
2	Provide the clause(s) and the language you take exception to and any edits you wish to provide.	

1. Submit a dated **Cover Letter** (Template also embedded on left side of this document) signed by an authorized negotiator (as identified in your contract) briefly describing your request and the rationale for the request. Also, include the following statement in your cover letter

   "I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same."

2. Provide narrative with the clause(s) and the language you take exception to and any edits you wish to provide.

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Required Documents To Be Included With Modification

Cover Letter

Company Letterhead

Date: _____
GSA Contract Number: _____

Contractor:

Name: _____
Street Address (include Suite # if applicable):_____
City, State, Zip _____
DUNS:_____
Tax Identification Number (TIN):_____

Authorized Negotiators:

Name:_____
Title:_____
Phone:_____
Email:_____

Contact for Contract Administration:

(List all contract administrators (Please include email for proper notifications (e-mod))

Contact for Industrial Funding Fee (IFF) Administration:

(List all IFF administrators)

REASON FOR MODIFICATION REQUEST:

Briefly describe your request and the rationale for the request. Also, include the following statement at the end of your modification request cover letter:

"*By submission of the modification request, {insert Company Name} has certified that all information is current, complete and accurate.*"

NOTE:

- **Cover letter must be signed by a currently approved authorized negotiator**
- **For price reduction modifications your price reduction will go into effect effective immediately so set your start date as today's date and also choose the end date if the price reduction is only temporary.**

DOCUMENTS:

Agent Authorization Letter is already on file: ☐ N/A ☐ Yes ☐ No
(If "No", please provide a modification request to add/change authorized negotiator.)

Any proposed exceptions by contractor ☐ Yes ☐ No
(If "Yes", please state exceptions.)

Complete Section 1 if adding a new SIN

1. **Add New SIN(s)**

The modification request is requesting to add SIN(s) ☐ **Yes** ☐ **No** (If Yes, the contractor should address the following:)

- List SINs proposed for Addition:_____
- Are you adding Products for this SIN: ☐ **Yes** ☐ **No.** (If Yes, the contractor should also complete Section 2 "Add Products")
- Are you adding Labor Categories, Courses, and/or Labor Categories for this SIN: ☐ **Yes** ☐ **No.** (If Yes, the contractor should also complete Section 3 "Add Labor Categories, Courses, and/or Labor Categories")

Complete Section 2 only if adding new Products

2. **Add Products**

The modification requests to add product(s) ☐ Yes ☐ No. (If Yes, the contractor should address the following:)

- If other than the manufacturer, the Contractor ☐ has ☐ has not submitted prior to award of a contract, either (1) a letter of commitment from the manufacturer, which will assure the Contractor of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the Contractor will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

- Letter(s) of commitment ☐ Yes ☐ No ☐ N/A

- Letter of Supply (LOS) already on file ☐ Yes ☐ No ☐ N/A
- New Letter of Supply (LOS) was included with this modification request ☐ Yes ☐ No ☐ N/A
- Acknowledgment Letter already on file (required if adding Toner/ink products) ☐ Yes ☐ No ☐ N/A
- Acknowledgment Letter was included with this modification request (required if adding Toner/Ink products) ☐ Yes ☐ No ☐ N/A
- All items being added are EPA-CPG, TAA and Ability One Compliant. ☐ Yes ☐ No ☐ N/A
- Provide Warranty information:_____ (State N/A if not applicable):
- Provide Licensing agreement:_____ (State N/A if not applicable):
- If vendor is other than the manufacturer, please provide verification from the manufacturer providing the Country of Origin of items offered: _____
- Identify the Quantity/Volume discounts being offered: _____
- Provide FOB Terms: _____
- Provide Prompt Payment Terms: _____
- Real time ordering for this SIN: _____
- Restocking fee for this SIN: _____
- List Delivery time(s) for the item(s) under the new SIN(s): _____
- List Production point(s) for the item(s) under the new SIN(s): _____
- List Hazardous Material information: _____
- Provide if any information has changed as requested by Clause 52.212-3, Contractor Representations and Certifications—Commercial Items, that may be necessary to assure compliance with Foreign, FTA, Canadian, Israeli, and other end products._____
- List Foreign End Products (if applicable): Provide information on a separate spreadsheet. The country of origin for foreign end products is/are:[_____].
- If marketing through dealers, please provide:
    - List of dealer(s)/reseller(s) _____
- In regards to EPA clause (GSAR 552.216-70) (SEP 1999) (DEVIATION II-JUL 2016) check below which method you are basing your EPA clause:

    ☐ **Index (if "yes", name the index)** _____

    ☐ **Commercial Price List (if "yes", include CPL with mod)**

- Provide if any information has changed as requested by Clause 52.212-3, Contractor Representations and Certifications—Commercial Items, that may be necessary to assure compliance with Foreign, FTA, Canadian, Israeli, and other end products_____

Complete Section 3 only if adding new Labor Categories, Courses, or Service Offerings

3. Adding Labor Categories, Courses, or Service Offerings

- In regards to EPA clause (GSAR 552.216-70) (SEP 1999) (DEVIATION II-JUL 2016) check below which method you are basing your EPA clause:

  ☐ Index (if "yes", name the index) _____
  ☐ Commercial Price List (if "yes", include CPL with mod)

- Are any of the Labor Categories applicable to the Service Contract Act (SCA)
  ☐ Yes ☐ No (If yes then complete SCA Matrix)

Complete Section 4 only if adjusting pricing on current approved Products or Labor Categories, Courses, or Service Offerings

4. Economic Price Adjustments. The modification request is to increase prices ☐ Yes ☐ No (If Yes, the contractor should submit the following:)

- State the reason for Price Increase Request:_____
- In regards to EPA clause (GSAR 552.216-70) (SEP 1999) (DEVIATION II-JUL 2016) check below which method you are basing your EPA clause:

  ☐ **Index (if "yes", name the index)** _____
  ☐ **Commercial Price List (if "yes", include CPL with mod)**

All items being added are EPA-CPG, TAA and Ability One Compliant. I certify to the best of my knowledge that the information I provided is current, complete and accurate. All other terms and conditions remain the same.

_____ _____

Authorized Negotiator Signature Date

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Required Documents To Be Included With Modification

Critical Information Schedule 75 Legacy SINs 75-85, 75-200, and 75-210

Critical Information

The information provided in this document is specific to **Schedule 75: Legacy SIN(s) 75 85, 75 200 & 75 210.** Before submitting your offer, please ensure you have met all of the requirements outlined in this document that are applicable to the products or services you are offering, as well as any other applicable general requirements listed in the solicitation attachments:

- Business Rules
- Updated Letter of Supply
- MAS 75 Price Proposal Template

Complete and upload this document with your offer. All offeror attachments must be in PDF, Excel, or Word, and documents must be electronically typed, not hand written, except for signatures as needed.

SIN REQUIREMENTS:

SINs 75 85, 75 200 & 75 210:

- **Demonstrated ability to meet all environmental reporting and green product requirements;**
  Offeror must provide written explanation of how they will meet environmental requirement. (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

  _____
  _____
  _____
  _____
  _____
  _____

- **Demonstrated system to remain compliant with the Trade Agreements Act;**
  Offeror must provide written explanation of how they will meet this requirement for TAA compliance.

  Please refer to section **Requirements: FAR 52.225-5 TRADE AGREEMENTS Compliance on page 5 to provide your explanation.**

Additional features include:

- Modernized Terms and Conditions (T & C)
- Elevated technical qualifications and requirements
- Stringent Letter of Supply (LOS) requirements to reduce customer problems with receiving non-compliant items
- Continuous open season
- IFF of 0.75%

Optional Services:

Under MAS 75, vendors will have the option to offer other enhanced delivery options such as next-day delivery, desktop delivery and secure desktop delivery. In addition, they may offer real time order status tracking on GSA Advantage, office services, and walk-in/on-site stores

Identify proposed fee for optional delivery service(s). (Enter "N/A" if none is offered):

Service	Proposed Fee
Next-Day Delivery	
Desktop Delivery	
Secure Desktop Delivery	

Real time order status for GSA Advantage! can be submitted by vendors via the following sites: Below are three mechanisms for submitting catalog data to GSA Advantage:

- PO Portal - for those SIP users (https://www.poportal.gsa.gov/poportal/welcome.do)
- EDI (https://vsc.gsa.gov/EDIUser/gsaadvdocs.cfm)
- cXML (Can be provided upon request post-award)

Returns and Restocking Fees:

- **Returns:** Contractor shall allow the Government to return items in the original packaging and in saleable condition up to 30 days from the date the item was delivered. Contractor shall provide a full refund, less any applicable restocking fee, for such item within 30 days of receipt of the returned item.
- **Restocking fees:** Contractor may assess a restocking fee of up to 10 percent of the item cost when the Contractor incurs additional costs due to customer ordering error. There shall be no restocking fees when the item is returned due to nonconforming item or Contractor error.

  Proposed Restocking Fee % (if any): _____

Full-Product and Broad-Service Proposal Offerings:

A full-product catalog is encouraged, but not mandatory. A vendor may offer a more limited array of office products if that is what they specialize in, such as offerors that specialize in only

toner or paper, etc. Offerors must be registered under a NAICS code applicable to the Special Item Number (SIN) the products are proposed under. Review this information under the SIN description on the solicitation document.

List the number of items being offered under each SIN below. (Note: The below format can be recreated to include more space for your responses.):

SIN:	Number of Products:
SIN:	Number of Products:
Total Number of Offerings:	

Transactional Data Reporting (TDR) is not mandatory for the Legacy SINs. If you are accepting TDR:

(a) **Definition:** Transactional data encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) **Reporting of Transactional Data:** The Contractor must report all transactional data under this contract as follows:

1. The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

2. The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

1. Contract Number of Blanket Purchase Agreement (BPA) Number.
2. Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
3. Non-Federal Entity.
4. Description of Deliverable
5. Manufacturer Name.
6. Manufacturer Part Number.
7. Unit Measure (each, hour, case, lot)
8. Quantity of Item Sold.
9. Universal Product Code.
10. Price Paid per Unit.
11. Total Price
12. Special Item Number (SIN)

Please note that TDR reporting is per contract. **Manufacturer name and manufacturer part number are mandatory TDR fields for MAS 75, if you decide to accept TDR.**

- **EPA Clauses for TDR (OS4):**

Please choose one of the clauses below:

☐ Regulation 552.216-70 - If participating in TDR, clause 552.216-70 Economic Price Adjustment FSS Multiple Award Schedule Deviation II applies.

OR

☐ Regulation I-FSS-969 - If participating in TDR, clause I-FSS-969 Economic Price Adjustment FSS Multiple Award Schedule Alternate II applies.

Exclusions/Requirements: EPA Comprehensive Procurement Guidelines (CPG):
The offeror shall acknowledge and certify that the products applicable under the EPA CPG for recovered and post-consumer materials offered under this proposal meet or exceed the minimum content levels established under the CPG program managed by the Environmental Protection Agency (EPA).
If the products being offered meet or exceed the minimum content levels established under the CPG program then the offeror must furnish proof in the form of a copy of the certification from the manufacturer/supplier or a copy of the environmental organization's certification in order for you to be allowed to display the appropriate environmental attributes. **The percentage of the recovered materials and post-consumer materials must also be shown on the Proposal Price List under the EPA CPG column.** Per clause 552.238-72 (c)(2)(iv), the CPG compliance icon may be used in GSA Advantage to identify CPG compliant products only if these products meet or exceed the EPA recommended minimum recovered materials and post-consumer materials levels shown on the below CPG website. These items should also be identified in the offeror's printed commercial catalogs, brochures, price lists and online product website.
If a product is not available that meets or exceeds the EPA recommended minimum recovered materials and post-consumer materials levels, then the product must be identified in the Proposal Price list under the EPA CPG column as containing the maximum recovered materials and post-consumer materials content levels practicable based on market availability. Specifically, show the percentage of the total recovered material and, if applicable, the percentage of post-consumer material content. If products are not subject to the CPG guidelines, then show N/A. Refer to CPG website at
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
The EPA maintains a list of EPA-designated products to provide Federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA. Visit the CPG web site to view the current list of products that must comply with Comprehensive Procurement Guidelines. Also, CPG supporting documentations and background information (such as RMANs) can be found at:
https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-

program-cpg
Products offered under this contract that have environmental attributes, such as recovered materials, must be appropriately identified as required by General Services Acquisition Regulation (GSAR) 552.238-72, Identification of Products that have Environmental Attributes. In addition, the Federal Trade Commission (FTC) issued Guides for the Use of Environmental Marketing Claims (16 CFR Part 260). These guides address environmental marketing and advertising practices. The FTC Guides for the Use of Environmental Marketing Claims can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/16cfr260_06.html

Requirements: FAR 52.225-5 TRADE AGREEMENTS Compliance:

Trade Agreements Act of 1979 (TAA) (19 U.S.C. § 2501–2581)
Contractors shall only provide products that are U.S.-made or designated country end products as set out in the Trade Agreements Act. Compliance with Trade Agreements Act (TAA) and Country of Origin (COO) accuracy is a critical requirement for obtaining and maintaining a MAS 75 contract. Noncompliance is a violation under the False Claims Act. Prior to being awarded a new Schedule 75 contract, Offerors will be expected to have a documented Standard Operating Procedure (SOP) detailing their process for Trade Agreements Act and Country of Origin compliance. The documented process shall be reviewed and updated as necessary, but no less than annually.

At a minimum, the SOP shall include the following:

- Identify the role and responsibilities of the department and/or team that will be responsible for TAA compliance and maintaining manufacturer COO accuracy.
- Describe the process for reviewing and verifying TAA compliance and COO accuracy. Identify any software and/or program that will be utilized.
- State the frequency that products will be reviewed for compliance. In determining the frequency of reviews, the Offeror should take into account the volume of items and types of products. However, GSA expects reviews to be conducted no less than quarterly, and many should be at least monthly.
- Identify the type of documentation that will be obtained and maintained to verify TAA compliance and COO accuracy. While documentation provided by suppliers can be utilized, it is ultimately the Contractor's responsibility to ensure products comply.
- A record of each review shall be kept and made available to government representatives upon request. These records shall contain information and documentation such as:
    - Date of review, team/department that conducted the review, software utilized, any discrepancies noted and corrective action taken.
    - The documentation used for the internal compliance reviews, such as, documentation provided by suppliers (letters of supply, periodic updates provided by suppliers) and/or documents provided to customs to verify country of origin, etc.

Upon award, Contractors will be responsible for:

- Modifying the contract when notified by supplier(s) that the country of origin (COO) has changed or if the internal review discovers products no longer TAA compliant.
    - Prior to the modification being approved, Contractor shall inform all GSA customers that the item(s) in question is no longer available on the contract.

- Updating GSA *Advantage* after receiving approval of a modification deleting items from the contract.

Description of Standard Operating Procedure for Trade Agreements Act and Country of Origin compliance (add additional lines or separate attachment if necessary):

_____
_____
_____
_____
_____
_____

Applicable Only To Mandatory Source Authorized Distributor Program:

Based on Congressional statutes, there are two socioeconomic procurement programs that furnish products and/or services to support Federal Government requirements. These programs have mandatory source status and preference over the products and services of other vendors, as implemented by Federal Acquisition Regulation (FAR) Part 8.

Pursuant to the provisions of the Javits-Wagner-O'Day (JWOD) Act 41 U.S.C. 46-48(c), production facilities associated with National Industries of the Blind (NIB) and Source America (serving people with a wide range of disabilities) are mandatory sources for items on the AbilityOne (formerly JWOD) Procurement List. Pursuant to the provisions of the Federal Prisons Industrials (FPI) enabling statute, 18 U.S.C. 4124(a), FPI (doing business as UNICOR) is a mandatory source for federal customers.

Purchases by Federal customers of commercial items that are identical to or essentially the same (ETS) as AbilityOne (formerly JWOD) products when AbilityOne products are available to meet the customers' requirements, are in violations of the JWOD Act (4 U.S.C. 46-48c). Purchases by Federal customers of commercial items that are identical to UNICOR products are in violation of FPI's Act (18 U.S.C. 4124a). Thus Offerors will be prohibited from selling ETS items to Federal employees.

Offerors will provide GSA's Contracting Officer with one copy of their product line catalog (electronic copy) to be sold under this contract. Additional catalogs may be required upon request by the Contracting Officer. The offeror will review AbilityOne (formerly JWOD) cross-reference files that identify the ETS commercial items. Those files can be downloaded from (www.abilityone.gov). All products, which have been determined to be ETS as items available under the AbilityOne (formerly JWOD) program shall not be listed in Proposal Price List.

During the term of the contract, additional items may be added to or deleted from the Procurement List, which is the official list of AbilityOne (formerly JWOD) Program products and services, maintained by the U.S. AbilityOne Commission. The AbilityOne Program and UNICOR shall normally provide 90 day notice of product additions and deletions.

Offerors should address how AbilityOne (formerly JWOD) items will be shown and marketed to Federal Customers in their proposals, but at a minimum, the AbilityOne items should be included in marketing materials in a manner consistent with the commercial items. If the

contractor distributes a printed catalog to their government customers, the AbilityOne (formerly JWOD) Program prefers, but does not require, a fully integrated Government-unique print catalog. A commercial printed catalog with AbilityOne inserts in lieu of an integrated catalog would be acceptable, but must have appropriate blocking of ETS items, and should integrate AbilityOne items into the index (unless otherwise negotiated with the AbilityOne staff).

If electronic catalogs are used, all items, terms and conditions not accepted by the Government (including the items ETS as AbilityOne (formerly JWOD) products) must be deleted on the Government site. At the same time, the AbilityOne product line must be fully integrated in a manner consistent with commercial items. Electronic or online catalogs must integrate AbilityOne items into all search buttons for Government customers and/or integration into the remaining areas of the catalog. Removal of ETS items is required. Items which are not in stock or available at the time the order is place, the contractors will inform the customer in accordance with the contractor's commercial policy.

Offerors must acknowledge that they will comply with the exclusion(s)/requirements mentioned above and describing what kind of blocking system for Essentially The Same (ETS) as AbilityOne items they will have in place under their order entry system.

Description of Blocking System for ETS items: (add additional lines or separate attachment if necessary

_____
_____
_____
_____
_____
_____

AbilityOne Program:

Federal law creates a mandatory requirement for Federal customers to buy items produced under the Javit's-Wagner-O'Day (JWOD) Program (41 U.S.C. 48). No commercial items that are essentially the same (ETS) as AbilityOne Products will be awarded under this schedule.

Regardless of whether or not an Offeror is an authorized AbilityOne (formerly JWOD) product distributor, no Offeror will be permitted to sell commercial items under this Schedule to Federal Customers if the commercial items are essentially the same as AbilityOne products. Only authorized AbilityOne distributors may sell or market Ability One products. The following requirements shall be met for all AbilityOne products:

- Only the 13 digit AbilityOne National Stock Number (NSN) shall be utilized when selling or marketing AbilityOne products on the GSA contract.
- For all AbilityOne products, the manufacturer name shall be listed as "AbilityOne". No other variations such as NIB, Source America, JWOD, or Skilcraft shall be accepted.

(Check Yes/No) (Check "Yes" or "No" for each of the three (3) sections below.)

☐ **Yes** ☐ **No**	Offeror is already authorized to distribute AbilityOne products by the U.S. AbilityOne Commission.
☐**Yes**	Offeror is not currently authorized to distributor AbilityOne products but this offer is based on the intention of applying for authorization to

☐ **No**	distribute AbilityOne products by the U.S. AbilityOne Commission. Offeror acknowledges that, they are not authorized to distribute AbilityOne products. Offerors will distribute neither AbilityOne products nor commercial items that are essentially the same as AbilityOne products under this Schedule.
☐**Yes** ☐ **No**	Offeror does not intend to distribute AbilityOne products.

Requirements: Letter of Supply (LOS):

If other than the manufacturer, offerors must provide a LOS. The changes to the LOS will affect vendors on the new SINs 75 220 and 75 280, as well as existing SIN 75 200, 75 210, and 75 85.

The portion of the 2nd page of the LOS refers to toner manufacturers HP, Lexmark, Xerox and Clover. Although everyone must provide this letter of supply, please note the toner portion only applies to offerors providing toner. All new offers must provide the LOS. All existing contractors must submit a new LOS within 6 months from date of issuance of the mass modification.

For each manufacturer being offered (HP, Lexmark, Xerox and Clover), Offeror must be listed on the following website: https://businesssolutionsassociation.site-ym.com/page/dealerauthorization , as an authorized reseller for each manufacturer at the time of offer submission and, if awarded a contract, must remain on the website for the entire duration of the contract.

Excerpt and Important Information from the Letter of Supply:

Offeror Acknowledgement
[Offeror Name] understands that:

1. *The following manufacturers have a Reseller Authorization Program: HP, Lexmark, Xerox and Clover.*
2. *[Offeror Name] must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) product(s) on MAS.*
3. *[Offeror Name]'s Reseller Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem [Offeror Name] as no longer meeting the OEM's authorization/partner program and/or policy requirements, [Offeror Name]'s authorization to resell said product will cease immediately, and [Offeror Name] must take action to remove those items from its GSA contract and GSA Advantage listing within 48 hours. [Offeror Name] may contact the manufacturer directly for information regarding its Reseller Authorization status.*
4. *A roster of wholesale agents and dealers segregated by HP, Lexmark, Xerox, Clover, and other legitimate manufacturers may be found on* https://businesssolutionsassociation.site-ym.com/page/dealerauthorization

[Offeror Name] may also inquire with the manufacturer for information regarding [Offeror Name]'s authorization status.

Empty Toner Return Policy:

Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from the customers.
Please describe your Empty Toner Return Policy below:
_____
_____
_____
_____
_____
_____

GSA Catalogs and Price Lists:
The following requirements shall be met:

- Duplicated Part Numbers are not permitted within the Product Description Fields on GSA Advantage.
- Vendors who offer different Units of Issue for the same product shall not offer larger quantities at a price higher than the individual unit.
- AbilityOne products shall be represented with the 13 digit National Stock Numbers (NSN) in the "Manufacturer Part Number" field on GSA Advantage and identify "AbilityOne" as the manufacturer name. Variations such as "NIB/Source America", "Skilcraft" and "JWOD" will not be accepted.
- Contractors must be an Authorized Distributor, Reseller, or Wholesaler for catalog items. Contractors are required to provide documentation from the Original Equipment Manufacturer (OEM) confirming this authorization. Purchase, Distribution and/or sale of Grey/Black Market items are not allowed.

Regarding Product Substitutions:
No product(s) shall be substituted unless specifically approved by the ordering office. If an item is on backorder, the contractor shall contact the customer for further instructions prior to order cancellation.
Offerors with more than one supplier must ensure that there are no duplications of the exact same products by the same manufacturers for the items being proposed.
Regarding Conformed Price Lists:
For all modification requests, a conformed price list is required to be submitted along with all other pertinent documents. For example, if a vendor currently has a catalog count of 2,000 items and they are in the process of submitting a modification to add an additional 3000 items then two separate spreadsheets are required to be submitted to the respective Contracting Officer. One spreadsheet should list the additional 3,000 items that are in the process of being added while the second spreadsheet should be the conformed price list that includes all 5,000 items. Customer Agencies request conformed price lists from time to time and this will enable GSA to meet those requests in a timely manner.

The Contractor shall provide to the GSA Contracting Officer:

1. One copy of the Authorized GSA Schedule Price list, with Catalog.

2. The Authorized GSA Schedule Price list on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

The person whose signature appears below is authorized to make the commitments noted above.

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Appendix:

OFFICE SUPPLIES DEFINITION

Full Commercial Catalog Offer is defined as follows:

Offerors have the option of submitting their entire full commercial catalog which includes a variety of office supplies/products and a small amount of office furniture. The ratio should be 80% Office Supplies/Products and 20% other, such as office furniture, IT products/accessories, etc. Incidental transactional items such as restroom products, IT accessories, and small furniture items may be included in orders from customers only for convenience but will be a minimal portion of offeror catalog. Offerors with a significant number of restroom products are encouraged to offer SIN 75 85.

Furniture products offered under this solicitation are required to meet applicable industry standards, tests, and GSA requirements in effect on the date of issuance of the solicitation. During the contract period of the schedule, product manufactured must meet the applicable standards, in effect at the time of manufacture. Furniture products may only be offered as part of an offeror's Full Commercial Catalog.

Partial Catalog Offer is defined as follows:

Offeror is proposing a select number of Office Products that fall under Special Item Numbers 75 200, 75 220, 75 280 or 75 85.

Office Supply Definitions per Category: This list is not meant to be all encompassing, but examples of common items in these categories.

Office Supplies Definition Office Supplies Category	Office Supplies Subcategories	Definition
Paper	1. Paper	Carbon, cards, computer, fine stationery, inkjet, laser multipurpose, copier, notebook filler, bond, résumé, rolls, stationery, and labels
Toner	2. New toner and inkjet cartridges	New ink and laser jet cartridges; multicolor and black; and solid ink
	3. Remanufactured toner and inkjet cartridges	Remanufactured ink and laser jet cartridges; multicolor and black; and solid ink
General Office Supplies	4. Adding machines and calculators	
	5. Binding and filing supplies	Binders, binding elements, file folders, document protectors, bank boxes and other filing boxes
	6. Calendars, personal organizers, and other dated office items	All office-related calendars and organizers
	7. Cases and portfolios	Carrying cases, presentation portfolios, leather and vinyl portfolios, twin-pocket portfolios, and zipper portfolios
	8. Computer accessories	Mouse pads, wrist rests, antiglare screens, desktop cleaning supplies, media storage, keyboard drawers (excludes electronic information technology (EIT)
	9. Computer media	Diskettes, CDs, DVDs, data tape, USB devices
	10. Drawing and graphic arts supplies	Adhesives and glue, erasers, rulers and measures

	11. Mailing and shipping supplies	Envelopes, shipping sacks, packaging tape
	12. Miscellaneous office supplies	Fastening items including staplers, paper clips, binder clips, etc.; adhesive tape, label makers, rubber stamps, ink, push pins, paper- hole punchers
	13. Office furnishings	Clocks, stools, picture frames, wastebaskets
	14. Shredders	Office-type and high-security shredders
	15. Visual communications and meeting aids	Blackboards, whiteboards, easels, videotapes, audiotapes, dictation supplies
	16. Writing instruments	Pens, pencils, highlighters, markers

Delivery:

Desktop Delivery: Desktop delivery is direct delivery of packages to a customer's desk.
Secure Desktop Delivery: Secure Desktop delivery is direct delivery of packages to a customer's desk from an individual with security clearance.

Toner:

Original Equipment Manufacturer (OEM): A new cartridge that is designed, manufactured and/or distributed by the manufacturer of the printer in which the cartridge is intended to be used. An OEM cartridge may contain recycled parts.

Non-OEM New Build: A new cartridge with a shell, internal components and ink or toner that is produced by a company NOT affiliated with the printer hardware manufacturer of the printer in which the cartridge is intended to be used.

Remanufactured: A cartridge that has been previously used, the marking substance consumed, and then is subsequently collected, inspected, cleaned, had new or reconditioned parts installed, refilled with ink or toner, and tested so that its capability to print has been restored. This previously used cartridge could be either an OEM or a non-OEM cartridge.

Refilled: A cartridge that is refilled with non-OEM ink or toner and resealed. Some components may be replaced, but the principal service is replacing the marking substance in a cartridge supplied by the customer. The process may be performed by a technician in a local store, or by the customer using commercially available supplies. This previously used cartridge could be either an OEM or a non-OEM cartridge.

All toners being offered shall be identified as: **New OEM, Non-OEM New Build, Remanufactured, or Refilled**

Gray/Grey Market:

Gray Market: Goods that are defined as items sold into the country of consumption without the consent of the trademark holder. Gray market goods are not counterfeits; however, differences may exist between these goods and those goods produced for sale in the country of consumption. Some of these differences may involve warranty coverage or compliance with local regulatory requirements.

Black Market: Black market and counterfeit in the printing supplies business means the manufacturing, refilling or ("reman") remanufacturing of a print cartridge with the intention to market it in a way that suggests it is an original brand name product. This usually involves putting a reman or refill into a box that closely resembles genuine manufacturer packaging, which can deceive customers into paying a higher price for a fraudulent product.

Other Standards and Terms:

A vendor should also indicate in the product description whether:

- Remanufactured cartridges meet applicable Business Solutions Association (BSA) standards
- Compatible suppliers can represent and warrant that they have investigated and confirmed that their products do not violate any United States patents
- The cartridge is CPG compliant:
    - Comprehensive Procurement Guidelines: EPA's Recovered Materials Advisory Notice (RMAN) recommends that procuring agencies establish procedures and policies that give priority to remanufacturing the agencies' expended toner cartridges. EPA recommends that, under such policies and procedures, agencies procure remanufacturing services for expended cartridges and, when such services are unavailable or not practicable, obtain remanufactured toner cartridges or new toner cartridges made with recovered materials from product vendors.

Sources:

- https://c.ymcdn.com/sites/businesssolutionsassociation.site-ym.com/resource/resmgr/docs/Print_Cartridge_10-14.pdf
- https://sftool.gov/greenprocurement/green-products/9/non-paper-office-products/0
- http://www.i-itc.org/stmc.html

FILL/KILL:

In the "*fill*" or "*kill*" phase, Contractors are required to obtain affirmative acknowledgement from the customer on all orders received. Should an order fail to be able to be fulfilled by the Contractor at the time order is placed, the Contractor shall provide notification to the customer that the intended order cannot be filled within the time specified and provide (when applicable) backorder details regarding the order.

Should the customer fail to acknowledge to the Contractor to move forth with the requested items placed on backorder, the Contractor shall "*kill*" (not fulfill) the order within 24 hours of the Contractor's response to the customer's backorder. Otherwise, Contractor's receipt of

acknowledgment to move forth with the backorder for the agreed date of fulfillment, the Contractor shall "*fill*" the order as requested, agreed, and acknowledged.
Fill or Kill applies at the line-item level, not at the order level. The Contractor must:

- Notify the ordering office placing the order within 24 hours if there are any problems filling an order;
- Provide any anticipated wait time; and
- Allow the customer to cancel that item or wait for the later delivery.

Notification and agreement with the customer must be in writing or through the ordering portal. The Contractor shall automatically deliver items available and notify customers within 24 hours of order placement when a backordered item can be delivered at a later date/time. Customers will determine if they wish to wait for the backordered item or order from another contract holder. If no response is received from the customer within 24 hours of notification of a backordered items' delivery estimate, the Contractor shall default to "Kill" for the line item.

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Required Documents To Be Included With Modification

Critical Information Schedule 75 Enhanced SIN 75-220 and 75-280

Critical Information

The information provided in this document is specific to **Schedule 75: Enhanced SIN 75 220 and 75 280 (Overseas).** Before submitting your offer, please ensure you have met all of the requirements outlined in this document that are applicable to the products or services you are offering, as well as any other applicable general requirements listed in the solicitation attachments:

- Business Rules
- Updated Letter of Supply
- MAS 75 Price Proposal Template

Complete and upload this document with your offer. All offeror attachments must be in PDF, Excel, or Word, and documents must be electronically typed, not handwritten, except for signatures as needed.

SIN REQUIREMENTS:

SIN 75 220 - ENHANCED SIN FOR OFFICE PRODUCTS & SERVICES / OFFICE SUPPLIES 4TH GENERATION (OS4)

The new enhanced SIN 75 220 will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the following technical go/no-go requirements. The offer will be rejected if all of the below requirements are not met:

- **AbilityOne-certified Distributor**
  Offeror shall provide the authorization letter from AbilityOne with their proposal in order to provide acceptable evidence of AbilityOne certification. GSA will also verify with AbilityOne that this certification is still current (please provide the file name below).

  _____

- **Demonstrated ability to meet all environmental reporting and green product requirements;**
  Offeror must provide written explanation of how they will meet environmental requirement (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

  _____
  _____
  _____
  _____
  _____

- **Demonstrated system to remain compliant with the Trade Agreements Act;**
  Offeror must provide written explanation of how they will meet this requirement for TAA compliance.

  Please refer to section **Requirements: FAR 52.225-5 TRADE AGREEMENTS Compliance on page 12 to provide your explanation.**

- **Currently be able to provide point of sale discount for all contract orders;**
  In evaluating the ability to provide a point of sale discount currently, GSA will look for controls that ensure the capability will be met. In evaluating the offeror's ability to provide transaction data, GSA will look for supporting documentation from the Contractor's order processor (e.g., merchant bank).
  - Immediately after the effective date of the OS4 contract, Contractor shall provide a point-of-sale discount for all orders when payment is made through the GSA SmartPay card. Contractor shall recognize the GSA SmartPay card and automatically charge a price no higher than the OS4 price. The point-of-sale discount shall apply to all purchases for items covered by the OS4, except when the ordering agency specifies that it is using another acquisition vehicle. OS4 pricing shall be honored through all purchase channels.
  - It is anticipated that in the vast majority of situations authorized ordering officials shall pay with the GSA SmartPay card and issue transactions via FEDMALL or GSA Advantage!®. Contractor shall accept all ordering methods and payment methods, however, including purchase orders, convenience checks, and cash.
  - Contractor shall agree to accept the GSA SmartPay card as a method of payment for orders under the OS4. Payment via GSA SmartPay card shall automatically trigger OS4 pricing, without separate request, regardless of the sales channel. The cardholder shall not be required to ask for the discount, reference OS4 or contract number, and also shall not be required to sign up for a loyalty card program.

- GSA SmartPay card holders in the 48 contiguous United States, Alaska, Hawaii, Puerto Rico, and international locations may use the OS4 for the purchase of office supplies.
- Contractors are required to accept the GSA SmartPay card and purchase orders for orders against the OS4. Personnel who provide a valid GSA SmartPay card with the appropriate agency prefixes are authorized. Contractor shall charge the GSA SmartPay card holder only upon 100 percent fulfillment of an order, excluding any agreed to back-ordered items. Contractor shall charge the GSA SmartPay card only once per order, regardless of the number of shipments, except that agreed to back-ordered items may be charged separately upon order fulfillment. When a GSA SmartPay card is not used, Contractor must restrict purchases to the Agency Project Officer or his/her designated purchasing official.

(Please provide explanation on Point of Sale and the file name for supporting documentation from the order processor below):

_____
_____
_____
_____

- **Agency-defined reports at no additional cost;**
  Offeror must describe how they will provide agency defined reports as required.
  (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

_____
_____
_____
_____
_____

- **Standard delivery anywhere CONUS within 4 business days;**
  GSA will evaluate the offeror's written explanation of how it will provide 4 business days transportation After Receipt of Order (ARO) within CONUS to ensure it is a realistic approach. Please state under what unusual circumstances four day delivery would not be possible.
  (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

_____
_____
_____
_____
_____

- **Demonstrated ability to provide Fill or Kill status;**
  Offeror must provide written explanation of how they will meet fill or kill requirement.
  (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

_____
_____
_____
_____
_____

- **Satisfactory past performance; and,**
  Offeror shall provide documentation of past performance and provide evidence of relevant experience under their proposed SIN(s) for evaluation/consideration, such as reference letters from customers.
  (Please provide the file names for supporting documentation below).

  _____
  _____

- **Submission of completed Subcontracting Plan, if applicable.**
  Other than Small Business Concerns must submit a Subcontracting Plan with acceptable goals. Subcontracting plans are completed within the eOffer system. Submission of a separate subcontracting plan document will not be accepted. All small businesses will receive an automatic go on this element if not applicable.

Additional enhanced features include:

- Modernized Terms and Conditions (T & C)
- Elevated technical qualifications and requirements
- Stringent Letter of Supply (LOS) requirements to reduce customer problems with receiving non-compliant items
- Continuous open season
- Transactional Data Reporting required
- IFF of 0.75% and Contract Access Fee of 1.25%

FEDMALL & GSA ADVANTAGE REQUIREMENTS

- Contractor shall maintain a current catalog on GSA Advantage! ® throughout OS4's period of performance, as well as other customer portals such as FEDMALL.
- Contractor shall conform to terms and conditions of GSA Advantage! ®. A 5-day lead time will be provided for price changes to be effective in GSA Advantage! ®.
- Contractor shall not show commercial items and prices in its catalog on GSA Advantage! ® that have AbilityOne equivalents unless a purchase exception has been approved by the Government. Substitutes shall be identified to the buyer at the time of order/checkout on GSA Advantage! ®. If AbilityOne items are not available to meet delivery times required by the OS4 contract, the Contractor shall contact AbilityOne partnership representative Mr. Michael Jurkowski at mjurkowski@abilityone.gov to report stock-outs and request a purchase exception. In this event, Contractor shall advise the customer and Contracting Officer via e-mail of any stock-outs and purchase exceptions.
- If Contractor has its own website or portal, GSA OS4 contract items shall be easily distinguishable from non-contract (open-market) items on the website or portal so the government customer can easily identify which items are on the OS4 contract and which items are not on the OS4 contract.
- Within 5 business days of OS4 establishment notification, Contractor shall upload the OS4 catalog reflecting awarded OS4 pricing to GSA Advantage! ®. Other Federal

Agencies also may require the OS4 catalog to be uploaded to other portals, such as FEDMALL, as a condition of placing orders. The catalog shall:

- Contain pictures and dimensions for all products (to be completed within 30 days of OS4 establishment);
- Identify clearly the manufactured status of the product (e.g., for each printer and facsimile replacement toner cartridge such as identifying whether the cartridge is new OEM, new non-OEM, or remanufactured/rebuilt/refilled, and if internal components, such as drum/photoreceptor, charger roller, mag roller, wiper blade, are new, and if the print head is new and unused);
- Identify clearly the environmental attributes, such as recycled or bio-based content;
- Maintain consistent product offering and pricing within FEDMALL, GSA Advantage!®, and any other ordering channels used;
- Ensure the manufacturer's part number reflects the part number assigned by the product's manufacturer; and
- In the event there are technical issues with FEDMALL, the contractor shall notify the GSA Contracting Officer and give advisement of conditions.

- The Contractor shall ensure price changes are reflected on GSA Advantage! ® within 5 business days after contract modification. As a condition of placing orders, Federal Agencies also may require the uploading of the OS4 catalog to other portals, such as FEDMALL.
- Contractor shall charge the product price appearing in the OS4 catalog at the time an order is placed, unless a more advantageous price is available to the Government. Contractor shall consider timeframes that are required to make pricing and product changes to the OS4 catalog posted to FEDMALL and GSA Advantage!®

75 280 - ENHANCED SIN FOR OVERSEAS OFFICE PRODUCTS & SERVICES / OFFICE SUPPLIES 4TH GENERATION (OS4)

The new enhanced SIN 75 280 will incorporate higher-level technical evaluation factors to raise standards. A contractor must meet the following technical go/no-go requirements. The offer will be rejected if all of the below requirements are not met:

- **Demonstrated ability to meet all environmental reporting and green product requirements;**
  Offeror must provide written explanation of how they will meet environmental requirement (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

  _____
  _____
  _____
  _____
  _____

- **Demonstrated system to remain compliant with the Trade Agreements Act;**
  Offeror must provide written explanation of how they will meet this requirement for TAA compliance.

  Please refer to section **Requirements: FAR 52.225-5 TRADE AGREEMENTS**

Compliance on page 12 to provide your explanation.

- **Currently be able to provide point of sale discount for all contract orders;**
  In evaluating the ability to provide a point of sale discount currently, GSA will look for controls that ensure the capability will be met. In evaluating the offeror's ability to provide transaction data, GSA will look for supporting documentation from the Contractor's order processor (e.g., merchant bank).

  - Immediately after the effective date of the OS4 contract, Contractor shall provide a point-of-sale discount for all orders when payment is made through the GSA SmartPay card. Contractor shall recognize the GSA SmartPay card and automatically charge a price no higher than the OS4 price. The point-of-sale discount shall apply to all purchases for items covered by the OS4, except when the ordering agency specifies that it is using another acquisition vehicle. OS4 pricing shall be honored through all purchase channels.
  - It is anticipated that in the vast majority of situations authorized ordering officials shall pay with the GSA SmartPay card and issue transactions via FEDMALL or GSA Advantage!®. Contractor shall accept all ordering methods and payment methods, however, including purchase orders, convenience checks, and cash.
  - Contractor shall agree to accept the GSA SmartPay card as a method of payment for orders under the OS4. Payment via GSA SmartPay card shall automatically trigger OS4 pricing, without separate request, regardless of the sales channel. The cardholder shall not be required to ask for the discount, reference OS4 or contract number, and also shall not be required to sign up for a loyalty card program.
  - GSA SmartPay card holders in the 48 contiguous United States, Alaska, Hawaii, Puerto Rico, and international locations may use the OS4 for the purchase of office supplies.
  - Contractors are required to accept the GSA SmartPay card and purchase orders for orders against the OS4. Personnel who provide a valid GSA SmartPay card with the appropriate agency prefixes are authorized. Contractor shall charge the GSA SmartPay card holder only upon 100 percent fulfillment of an order, excluding any agreed to back-ordered items. Contractor shall charge the GSA SmartPay card only once per order, regardless of the number of shipments, except that agreed to back-ordered items may be charged separately upon order fulfillment. When a GSA SmartPay card is not used, Contractor must restrict purchases to the Agency Project Officer or his/her designated purchasing official.

  (Please provide explanation on Point of Sale and the file name for supporting documentation from the order processor below):

  _____
  _____
  _____
  _____
  _____

- **Agency-defined reports at no additional cost;**
  Offeror must describe how they will provide agency defined reports as required.
  (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

_____
_____
_____
_____
_____

- **Standard delivery OCONUS within 7 business days;**
  GSA will evaluate the offeror's written explanation of how it will provide 7 business days transportation After Receipt of Order (ARO) OCONUS in the proposed service area

  to ensure it is a realistic approach. Please state under what unusual circumstances seven day delivery would not be possible.

  (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

  _____
  _____
  _____
  _____
  _____

- **Demonstrated ability to provide Fill or Kill status;**
  Offeror must provide written explanation of how they will meet fill or kill requirement.
  (Add additional lines or separate attachment if necessary. If information is included in separate attachment, please provide the file name below):

  _____
  _____
  _____
  _____
  _____

- **Satisfactory past performance; and**
  Offeror shall provide documentation of past performance and provide evidence of relevant experience under their proposed SIN(s) for evaluation/consideration, such as reference letters from customers.
  (Please provide the file names for supporting documentation below).

  _____
  _____

- **Submission of completed Subcontracting Plan, if applicable.**
  Other than Small Business Concerns must submit a Subcontracting Plan with acceptable goals. All small businesses will receive an automatic go on this element if not applicable.

Additional enhanced features include:

- Elevated technical qualifications and requirements
- Stringent Letter of Supply (LOS) requirements to improve customer experience with receiving compliant items
- Continuous open season

- Transactional Data Reporting Required
- IFF of 0.75% and Contract Access Fee of 1.25%

Optional Services:

Under MAS 75, vendors will have the option to offer other enhanced delivery options such as next-day delivery, desktop delivery and secure desktop delivery. In addition, they may offer real time order status tracking on GSA Advantage, office services, and walk-in/on-site stores.

Convenience Fee for Enhanced SIN(s) 75 220 and 75 280 Offerors ONLY: A convenience fee to fulfill orders below the minimum order amount may be proposed. If a convenience fee is proposed, this fee will be negotiated and the Contractor will fulfill orders below the minimum order amount with the addition of this convenience fee. This convenience fee must be specified in the applicable catalog/pricelist.

NOTE – As of April 2019, vendor must offer both Convenience Fee and Real Time Order Status. These are mandatory requirements.

Identify proposed fee for optional delivery service(s). (Enter "N/A" if none is offered):

Service	Proposed Fee
Next-Day Delivery	
Desktop Delivery	
Secure Desktop Delivery	
Convenience Fee	

Real time order status for GSA Advantage! can be submitted by vendors via the following sites:

- PO Portal - for those SIP users (https://www.poportal.gsa.gov/poportal/welcome.do)
- EDI (https://vsc.gsa.gov/EDIUser/gsaadvdocs.cfm)
- cXML (Can be provided upon request post-award)

Please indicate that you can comply with Real Time Order Status: _____

Returns and Restocking Fees:

- **Returns:** Contractor shall allow the Government to return items in the original packaging and in saleable condition up to 30 days from the date the item was delivered. Contractor shall provide a full refund, less any applicable restocking fee, for such item within 30 days of receipt of the returned item.
- **Restocking fees:** Contractor may assess a restocking fee of up to 10 percent of the item cost when the Contractor incurs additional costs due to customer ordering error. There shall be no restocking fees when the item is returned due to nonconforming item or Contractor error.

  Proposed Restocking Fee % (if any): _____

Full-Product and Broad-Service Proposal Offerings:
A full-product catalog is encouraged, but not mandatory. A vendor may offer a more limited array of office products if that is what they specialize in, such as offerors that specialize in only toner or paper, etc. Offerors must be registered under a NAICS code applicable to the Special Item Number (SIN) the products are proposed under. Review this information under the SIN description on the solicitation document.

List the number of items being offered under each SIN below. (Note: The below format can be recreated to include more space for your responses.):

SIN:	Number of Products:
SIN:	Number of Products:
Total Number of Products:	

PLEASE NOTE – If you are also offering on Legacy SIN 75 85 - **in addition to either Enhanced SIN 75 220 or 75 280** - all terms and conditions from this Critical Information Document specific to the Enhanced SINs will also apply to SIN 75 85.

Quantity Discount:

Offerors proposing quantity discounts may do so in the below tiered structure. Identify the quantity discounts being offered below. (Enter "N/A" if none is offered):

Delivery Order Size Tier	Percentage Discount Offered At Delivery Order Volume Tier
$300 - $999.99	
$1,000 - $2,999.99	
$3,000 - $4,999.99	
$5,000 - $9,999.99	
$10,000+	

Contract Access Fee:

A Contract Access Fee (CAF) of 1.25% will be applicable for SINs 75 220 and 75 280 in addition to an Industrial Funding Fee (IFF) of 0.75%. The total fee of 2% will provide resources to:

- Perform a higher level of price analysis than other MAS SINs to further reduce pricing and price variability in order to provide documented savings as compared to other government acquisition vehicles.
- Provide detailed analysis of customer spend, savings, small business, and socioeconomic spend on these SINs. This includes custom reports as needed.

- **NOTE - For SIN 75 85 IFF** - If a contractor has an OS4 SIN and SIN 75 85, for 75 85 sales they only pay .75%. They need to report all sales in TDR but pay 2% on OS4 SINs 75 220 & 75 280 and only pay .75% on 75 85.

Instructions on How to Calculate the Sales Price for Enhanced SINs 75 220 and 75 280 only:

The final Schedule contract award price is calculated as follows:

Negotiated price divided by (1 minus the total fee)

The total fee is 2%. Take 1 - 2.00% = 1 - 0.0200 = 0.9800. The Schedule contract award price is calculated as the negotiated price divided by 0.9800.

For example, if the negotiated price is $100,000, the proper way to calculate the Schedule contract award price is:

($100,000 / 0.9800) = $102,040.82

TDR is mandatory for SINs 75 220 and 75 280:

(a) **Definition:** Transactional data encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) **Reporting of Transactional Data:** The Contractor must report all transactional data under this contract as follows:

1. The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.
2. The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

    1. Contract Number of Blanket Purchase Agreement (BPA) Number.
    2. Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
    3. Non-Federal Entity.
    4. Description of Deliverable
    5. Manufacturer Name.
    6. Manufacturer Part Number.
    7. Unit Measure (each, hour, case, lot)
    8. Quantity of Item Sold.

9. Universal Product Code.
10. Price Paid per Unit.
11. Total Price
12. Special Item Number (SIN)

Please note that TDR reporting is per contract, so if offeror chooses to offer on Enhanced SINs and also wants to offer Legacy SIN 75 85, TDR reporting will be mandatory for the entire contract. **Manufacturer name and manufacturer part number are mandatory TDR fields for MAS 75.**

- **EPA Clauses for TDR (OS4):**

Please choose one of the clauses below:

☐ Regulation 552.216-70 - If participating in TDR, clause 552.216-70 Economic Price Adjustment FSS Multiple Award Schedule Deviation II applies.

OR

☐ Regulation I-FSS-969 - If participating in TDR, clause I-FSS-969 Economic Price Adjustment FSS Multiple Award Schedule Alternate II applies.

Exclusions/Requirements: EPA Comprehensive Procurement Guidelines (CPG):
The offeror shall acknowledge and certify that the products applicable under the EPA CPG for recovered and post-consumer materials offered under this proposal meet or exceed the minimum content levels established under the CPG program managed by the Environmental Protection Agency (EPA).
If the products being offered meet or exceed the minimum content levels established under the CPG program then the offeror must furnish proof in the form of a copy of the certification from the manufacturer/supplier or a copy of the environmental organization's certification in order for you to be allowed to display the appropriate environmental attributes. **The percentage of the recovered materials and post-consumer materials must also be shown on the Proposal Price List under the EPA CPG column.** Per clause 552.238-72 (c)(2)(iv), the CPG compliance icon may be used in GSA Advantage to identify CPG compliant products only if these products meet or exceed the EPA recommended minimum recovered materials and post-consumer materials levels shown on the below CPG website. These items should also be identified in the offeror's printed commercial catalogs, brochures, price lists and online product website.
If a product is not available that meets or exceeds the EPA recommended minimum recovered materials and post-consumer materials levels, then the product must be identified in the Proposal Price list under the EPA CPG column as containing the maximum recovered materials and post-consumer materials content levels practicable based on market availability. Specifically, show the percentage of the total recovered material and, if applicable, the percentage of post-consumer material content. If products are not subject to the CPG guidelines, then show N/A. Refer to CPG website at
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
The EPA maintains a list of EPA-designated products to provide Federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices

(RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA. Visit the CPG web site to view the current list of products that must comply with Comprehensive Procurement Guidelines. Also, CPG supporting documentations and background information (such as RMANs) can be found at: https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg
Products offered under this contract that have environmental attributes, such as recovered materials, must be appropriately identified as required by General Services Acquisition Regulation (GSAR) 552.238-72, Identification of Products that have Environmental Attributes. In addition, the Federal Trade Commission (FTC) issued Guides for the Use of Environmental Marketing Claims (16 CFR part 260). These guides address environmental marketing and advertising practices. The FTC Guides for the Use of Environmental Marketing Claims can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/16cfr260_06.html

Requirements: FAR 52.225-5 TRADE AGREEMENTS Compliance:

Trade Agreements Act of 1979 (TAA) (19 U.S.C. § 2501–2581)
Contractors shall only provide products that are U.S.-made or designated country end products as set out in the Trade Agreements Act. Compliance with Trade Agreements Act (TAA) and Country of Origin (COO) accuracy is a critical requirement for obtaining and maintaining a MAS 75 contract. Noncompliance is a violation under the False Claims Act. Prior to being awarded a new Schedule 75 contract, Offerors will be expected to have a documented Standard Operating Procedure (SOP) detailing their process for Trade Agreements Act and Country of Origin compliance. The documented process shall be reviewed and updated as necessary, but no less than annually.

At a minimum, the SOP shall include the following:

- Identify the role and responsibilities of the department and/or team that will be responsible for TAA compliance and maintaining manufacturer COO accuracy.
- Describe the process for reviewing and verifying TAA compliance and COO accuracy. Identify any software and/or program that will be utilized.
- State the frequency that products will be reviewed for compliance. In determining the frequency of reviews, the Offeror should take into account the volume of items and types of products. However, GSA expects reviews to be conducted no less than quarterly, and many should be at least monthly.
- Identify the type of documentation that will be obtained and maintained to verify TAA compliance and COO accuracy. While documentation provided by suppliers can be utilized, it is ultimately the Contractor's responsibility to ensure products comply.
- A record of each review shall be kept and made available to government representatives upon request. These records shall contain information and documentation such as:
    - Date of review, team/department that conducted the review, software utilized, any discrepancies noted and corrective action taken.
    - The documentation used for the internal compliance reviews, such as, documentation provided by suppliers (letters of supply, periodic updates provided by suppliers) and/or documents provided to customs to verify country of origin, etc.

Upon award, Contractors will be responsible for:

- Modifying the contract when notified by supplier(s) that the country of origin (COO) has changed or if the internal review discovers products no longer TAA compliant.
    - Prior to the modification being approved, Contractor shall inform all GSA customers that the item(s) in question is no longer available on the contract.
- Updating GSA *Advantage* after receiving approval of a modification deleting items from the contract.

Description of Standard Operating Procedure for Trade Agreements Act and Country of Origin compliance (add additional lines or separate attachment if necessary):

_____
_____
_____
_____
_____

Applicable Only To Mandatory Source Authorized Distributor Program:

Based on Congressional statutes, there are two socioeconomic procurement programs that furnish products and/or services to support Federal Government requirements. These programs have mandatory source status and preference over the products and services of other vendors, as implemented by Federal Acquisition Regulation (FAR) Part 8.

Pursuant to the provisions of the Javits-Wagner-O'Day (JWOD) Act 41 U.S.C. 46-48(c), production facilities associated with National Industries of the Blind (NIB) and Source America (serving people with a wide range of disabilities) are mandatory sources for items on the AbilityOne (formerly JWOD) Procurement List. Pursuant to the provisions of the Federal Prisons Industrials (FPI) enabling statute, 18 U.S.C. 4124(a), FPI (doing business as UNICOR) is a mandatory source for federal customers.

Purchases by Federal customers of commercial items that are identical to or essentially the same (ETS) as AbilityOne (formerly JWOD) products when AbilityOne products are available to meet the customers' requirements, are in violations of the JWOD Act (4 U.S.C. 46-48c). Purchases by Federal customers of commercial items that are identical to UNICOR products are in violation of FPI's Act (18 U.S.C. 4124a). Thus Offerors will be prohibited from selling ETS items to Federal employees.

Offerors will provide GSA's Contracting Officer with one copy of their product line catalog (electronic copy) to be sold under this contract. Additional catalogs may be required upon request by the Contracting Officer. The offeror will review AbilityOne (formerly JWOD) cross-reference files that identify the ETS commercial items. Those files can be downloaded from (www.abilityone.gov). All products, which have been determined to be ETS as items available under the AbilityOne (formerly JWOD) program shall not be listed in Proposal Price List.

During the term of the contract, additional items may be added to or deleted from the Procurement List, which is the official list of AbilityOne (formerly JWOD) Program products and services, maintained by the U.S. AbilityOne Commission. The AbilityOne Program and UNICOR shall normally provide 90 day notice of product additions and deletions.

Offerors should address how AbilityOne (formerly JWOD) items will be shown and marketed to

Federal Customers in their proposals, but at a minimum, the AbilityOne items should be included in marketing materials in a manner consistent with the commercial items. If the contractor distributes a printed catalog to their government customers, the AbilityOne (formerly JWOD) Program prefers, but does not require, a fully integrated Government-unique print catalog. A commercial printed catalog with AbilityOne inserts in lieu of an integrated catalog would be acceptable, but must have appropriate blocking of ETS items, and should integrate AbilityOne items into the index (unless otherwise negotiated with the AbilityOne staff).

If electronic catalogs are used, all items, terms and conditions not accepted by the Government (including the items ETS as AbilityOne (formerly JWOD) products) must be deleted on the Government site. At the same time, the AbilityOne product line must be fully integrated in a manner consistent with commercial items. Electronic or online catalogs must integrate AbilityOne items into all search buttons for Government customers and/or integration into the remaining areas of the catalog. Removal of ETS items is required. Items which are not in stock or available at the time the order is place, the contractors will inform the customer in accordance with the contractor's commercial policy.

Offerors must acknowledge that they will comply with the exclusion(s)/requirements mentioned above and describing what kind of blocking system for Essentially The Same (ETS) as AbilityOne items they will have in place under their order entry system.

Description of Blocking System for ETS items (add additional lines or separate attachment if necessary):

_____
_____
_____
_____
_____

AbilityOne Program:

Federal law creates a mandatory requirement for Federal customers to buy items produced under the Javit's-Wagner-O'Day (JWOD) Program (41 U.S.C. 48). No commercial items that are essentially the same (ETS) as AbilityOne Products will be awarded under this schedule.

Regardless of whether or not an Offeror is an authorized AbilityOne (formerly JWOD) product distributor, no Offeror will be permitted to sell commercial items under this Schedule to Federal Customers if the commercial items are essentially the same as AbilityOne products. Only authorized AbilityOne distributors may sell or market Ability One products. The following requirements shall be met for all AbilityOne products:

- Only the 13 digit AbilityOne National Stock Number (NSN) shall be utilized when selling or marketing AbilityOne products on the GSA contract.
- For all AbilityOne products, the manufacturer name shall be listed as "AbilityOne". No other variations such as NIB, Source America, JWOD, or Skilcraft shall be accepted.

(Check Yes/No) (Check "Yes" or "No" for each of the three (3) sections below.)

☐ **Yes** ☐ **No**	Offeror is already authorized to distribute AbilityOne products by the U.S. AbilityOne Commission.
☐**Yes**	Offeror is not currently authorized to distributor AbilityOne products but

☐ **No**	this offer is based on the intention of applying for authorization to distribute AbilityOne products by the U.S. AbilityOne Commission. Offeror acknowledges that, they are not authorized to distribute AbilityOne products. Offerors will distribute neither AbilityOne products nor commercial items that are essentially the same as AbilityOne products under this Schedule.
☐**Yes** ☐ **No**	Offeror does not intend to distribute AbilityOne products.

Requirements: Letter of Supply (LOS):

If other than the manufacturer, offerors must provide a LOS. The changes to the LOS will affect vendors on the new SINs 75 220 and 75 280, as well as existing SIN 75 200, 75 210, and 75 85.

The portion of the 2nd page of the LOS refers to toner manufacturers HP, Lexmark, Xerox and Clover. Although everyone must provide this letter of supply, please note the toner portion only applies to offerors providing toner. All new offers must provide the LOS. All existing contractors must submit a new LOS within 6 months from date of issuance of the mass modification.

For each manufacturer being offered (HP, Lexmark, Xerox and Clover), Offeror must be listed on the following website: https://businesssolutionsassociation.site-ym.com/page/dealerauthorization , as an authorized reseller for each manufacturer at the time of offer submission and, if awarded a contract, must remain on the website for the entire duration of the contract.

Excerpt and important information from the Letter of Supply:

Offeror Acknowledgement
[Offeror Name] understands that:

1. *The following manufacturers have a Reseller Authorization Program: HP, Lexmark, Xerox and Clover.*
2. *[Offeror Name] must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) product(s) on MAS.*
3. *[Offeror Name]'s Reseller Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem [Offeror Name] as no longer meeting the OEM's authorization/partner program and/or policy requirements, [Offeror Name]'s authorization to resell said product will cease immediately, and [Offeror Name] must take action to remove those items from its GSA contract and GSA Advantage listing within 48 hours. [Offeror Name] may contact the manufacturer directly for information regarding its Reseller Authorization status.*
4. *A roster of wholesale agents and dealers segregated by HP, Lexmark, Xerox, Clover, and other legitimate manufacturers may be found on*

https://businesssolutionsassociation.site-ym.com/page/dealerauthorization.
[Offeror Name] may also inquire with the manufacturer for information regarding [Offeror Name]'s authorization status.

Manufacturer Authorization:

Please check the boxes below for all manufacturers that have granted authorization:

☐ **HP**

☐ **Lexmark**

☐ **Xerox**

☐ **Clover**

Empty Toner Return Policy:

Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from the customers.
Please describe your Empty Toner Return Policy below:
_____
_____
_____
_____
_____

GSA Catalogs and Price Lists:
The following requirements shall be met:

- Duplicated Part Numbers are not permitted within the Product Description Fields on GSA Advantage.
- Vendors who offer different Units of Issue for the same product shall not offer larger quantities at a price higher than the individual unit.
- AbilityOne products shall be represented with the 13 digit National Stock Numbers (NSN) in the "Manufacturer Part Number" field on GSA Advantage and identify "AbilityOne" as the manufacturer name. Variations such as "NIB/Source America", "Skilcraft" and "JWOD" will not be accepted.
- Contractors must be an Authorized Distributor, Reseller, or Wholesaler for catalog items. Contractors are required to provide documentation from the Original Equipment Manufacturer (OEM) confirming this authorization. Purchase, Distribution and/or sale of Grey/Black Market items are not allowed.

Regarding Product Substitutions:
No product(s) shall be substituted unless specifically approved by the ordering office. If an item is on backorder, the contractor shall contact the customer for further instructions prior to

order cancellation.
Offerors with more than one supplier must ensure that there are no duplications of the exact same products by the same manufacturers for the items being proposed.

Regarding Conformed Price Lists:

For all modification requests, a conformed price list is required to be submitted along with all other pertinent documents. For example, if a vendor currently has a catalog count of 2,000 items and they are in the process of submitting a modification to add an additional 3000 items then two separate spreadsheets are required to be submitted to the respective Contracting Officer. One spreadsheet should list the additional 3,000 items that are in the process of being added while the second spreadsheet should be the conformed price list that includes all 5,000 items. Customer Agencies request conformed price lists from time to time and this will enable GSA to meet those requests in a timely manner.

The Contractor shall provide to the GSA Contracting Officer:

1. One copy of the Authorized GSA Schedule Price list, with Catalog.

2. The Authorized GSA Schedule Price list on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

The person whose signature appears below is authorized to make the commitments noted above.

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Appendix:

OFFICE SUPPLIES DEFINITION

Full Commercial Catalog Offer is defined as follows:

Offerors have the option of submitting their entire full commercial catalog which includes a variety of office supplies/products and a small amount of office furniture. The ratio should be 80% Office Supplies/Products and 20% other, such as office furniture, IT products/accessories, etc. Incidental transactional items such as restroom products, IT accessories, and small furniture items may be included in orders from customers only for convenience but will be a minimal portion of offeror catalog. Offerors with a significant number of restroom products are encouraged to offer SIN 75 85.

Furniture products offered under this solicitation are required to meet applicable industry

standards, tests, and GSA requirements in effect on the date of issuance of the solicitation. During the contract period of the schedule, product manufactured must meet the applicable standards, in effect at the time of manufacture. Furniture products may only be offered as part of an offeror's Full Commercial Catalog.

Partial Catalog Offer is defined as follows:

Offeror is proposing a select number of Office Products that fall under Special Item Numbers 75 200, 75 220, 75 280 or 75 85.

Office Supply Definitions per Category: **This list is not meant to be all encompassing, but examples of common items in these categories.**

Office Supplies Definition Office Supplies Category	Office Supplies Subcategories	Definition
Paper	1. Paper	Carbon, cards, computer, fine stationery, inkjet, laser multipurpose, copier, notebook filler, bond, résumé, rolls, stationery, and labels
Toner	2. New toner and inkjet cartridges	New ink and laser jet cartridges; multicolor and black; and solid ink
	3. Remanufactured toner and inkjet Cartridges	Remanufactured ink and laser jet cartridges; multicolor and black; and solid ink
General Office Supplies	4. Adding machines and calculators	
	5. Binding and filing supplies	Binders, binding elements, file folders, document protectors, bank boxes and other filing boxes
	6. Calendars, personal organizers, and other dated office items	All office-related calendars and organizers
	7. Cases and portfolios	Carrying cases, presentation portfolios, leather and vinyl portfolios, twin-pocket portfolios, and zipper portfolios

	8. Computer accessories	Mouse pads, wrist rests, antiglare screens, desktop cleaning supplies, media storage, keyboard drawers (excludes electronic information technology (EIT)
	9. Computer media	Diskettes, CDs, DVDs, data tape, USB devices
	10. Drawing and graphic arts supplies	Adhesives and glue, erasers, rulers and measures
	11. Mailing and shipping supplies	Envelopes, shipping sacks, packaging tape
	12. Miscellaneous office supplies	Fastening items including staplers, paper clips, binder clips, etc.; adhesive tape, label makers, rubber stamps, ink, push pins, paper- hole punchers
	13. Office furnishings	Clocks, stools, picture frames, wastebaskets
	14. Shredders	Office-type and high-security shredders
	15. Visual communications and meeting aids	Blackboards, whiteboards, easels, videotapes, audiotapes, dictation supplies
	16. Writing instruments	Pens, pencils, highlighters, markers

Delivery:

Desktop Delivery: Desktop delivery is direct delivery of packages to a customer's desk.
Secure Desktop Delivery: Secure Desktop delivery is direct delivery of packages to a customer's desk from an individual with security clearance.

Toner:

Original Equipment Manufacturer (OEM): A new cartridge that is designed, manufactured and/or distributed by the manufacturer of the printer in which the cartridge is intended to be used. An OEM cartridge may contain recycled parts.

Non-OEM New Build: A new cartridge with a shell, internal components and ink or toner that is produced by a company NOT affiliated with the printer hardware manufacturer of the printer in which the cartridge is intended to be used.

Remanufactured: A cartridge that has been previously used, the marking substance consumed, and then is subsequently collected, inspected, cleaned, had new or reconditioned

parts installed, refilled with ink or toner, and tested so that its capability to print has been restored. This previously used cartridge could be either an OEM or a non-OEM cartridge.

Refilled: A cartridge that is refilled with non-OEM ink or toner and resealed. Some components may be replaced, but the principal service is replacing the marking substance in a cartridge supplied by the customer. The process may be performed by a technician in a local store, or by the customer using commercially available supplies. This previously used cartridge could be either an OEM or a non-OEM cartridge.

All toners being offered shall be identified as: **New OEM, Non-OEM New Build, Remanufactured, or Refilled**

Gray/Grey and Black Market:

Gray Market: Goods that are defined as items sold into the country of consumption without the consent of the trademark holder. Gray market goods are not counterfeits; however, differences may exist between these goods and those goods produced for sale in the country of consumption. Some of these differences may involve warranty coverage or compliance with local regulatory requirements.

Black Market: Black market and counterfeit in the printing supplies business means the manufacturing, refilling or ("reman") remanufacturing of a print cartridge with the intention to market it in a way that suggests it is an original brand name product. This usually involves putting a reman or refill into a box that closely resembles genuine manufacturer packaging, which can deceive customers into paying a higher price for a fraudulent product.

Other Standards and Terms:

A vendor should also indicate in the product description whether:

- Remanufactured cartridges meet applicable Business Solutions Association (BSA) standards
- Compatible suppliers can represent and warrant that they have investigated and confirmed that their products do not violate any United States patents
- The cartridge is CPG compliant:
    - Comprehensive Procurement Guidelines: EPA's Recovered Materials Advisory Notice (RMAN) recommends that procuring agencies establish procedures and policies that give priority to remanufacturing the agencies' expended toner cartridges. EPA recommends that, under such policies and procedures, agencies procure remanufacturing services for expended cartridges and, when such services are unavailable or not practicable, obtain remanufactured toner cartridges or new toner cartridges made with recovered materials from product vendors.

Sources:

- https://c.ymcdn.com/sites/businesssolutionsassociation.site-ym.com/resource/resmgr/docs/Print_Cartridge_10-14.pdf
- https://sftool.gov/greenprocurement/green-products/9/non-paper-office-products/0
- http://www.i-itc.org/stmc.html

FILL/KILL:

In the "*fill"* or "*kill"* phase, Contractors are required to obtain affirmative acknowledgement from the customer on all orders received. Should an order fail to be able to be fulfilled by the Contractor at the time order is placed, the Contractor shall provide notification to the customer that the intended order cannot be filled within the time specified and provide (when applicable) backorder details regarding the order.

Should the customer fail to acknowledge to the Contractor to move forth with the requested items placed on backorder, the Contractor shall "*kill*" (not fulfill) the order within 24 hours of the Contractor's response to the customer's backorder. Otherwise, Contractor's receipt of acknowledgment to move forth with the backorder for the agreed date of fulfillment, the Contractor shall "*fill*" the order as requested, agreed, and acknowledged.
Fill or Kill applies at the line-item level, not at the order level. The Contractor must:

- Notify the ordering office placing the order within 24 hours if there are any problems filling an order;
- Provide any anticipated wait time; and
- Allow the customer to cancel that item or wait for the later delivery.

Notification and agreement with the customer must be in writing or through the ordering portal. The Contractor shall automatically deliver items available and notify customers within 24 hours of order placement when a backordered item can be delivered at a later date/time. Customers will determine if they wish to wait for the backordered item or order from another contract holder. If no response is received from the customer within 24 hours of notification of a backordered items' delivery estimate, the Contractor shall default to "Kill" for the line item.

OS4 Mandatory Use/Policy Letters by Agency
OS4 Agency Commitment Letters and OS4 Commitment Comments can be found on the Acquisition Gateway. FSSI OS4 commitment letters lay out an agency's specific level of commitment to FSSI OS4 and help support government efforts to support the FSSI OS4 initiative. OS4 Mandatory Use/Policy Letters by Agency link is below:
https://hallways.cap.gsa.gov/app/#/gateway/office-management/9382/updated-os-4-mandatory-use-policy-letters-by-agency%3Ftid=1364?tid=1364

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Required Documents To Be Included With Modification
Critical Information Schedule 736 TAPS
Critical Information Schedule 736 TAPS

Temporary Appointment is an appointment lasting one year or less, with a specific expiration date. It is appropriate when an agency expects there will be no permanent need for the employee. An agency may make a temporary appointment to:

- **Fill short-term position that is not expected to last more than one year; or,**
- **Meet an employment need that is scheduled to be terminated within one or more years for reasons as the completion of a specific project or peak workload; or**
- **Fill positions that involve intermittent (irregular) or seasonal (recurring annually) work schedules.**

A temporary employee does not serve a probationary period and is not eligible for promotion, reassignment, or transfer to other jobs

SCP-FSS-OO2 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012)

NOTE: Additional requirements to SCP-FSS-002, Specific Proposal Submission Instructions (FEB 2012) (Alternate 1-Dec 2010) located in the Solicitation attachments.

SECTION II – TECHNICAL PROPOSAL

FACTOR FIVE: INSURANCE

The minimum required insurance for this contract shall be:

a. Workers' compensation and employer liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes.

b. General Liability: Bodily injury liability insurance coverage of at least $500,000 per occurrence.

In accordance with Clause 52.228-5 entitled "Insurance - work on a Government Installation, **provide a current copy of the Certificate of Insurance showing the limits covered.**

SECTION III – PRICE PROPOSAL

<u>CLASSIFYING POSITIONS:</u>
GSA does not make the determination as to whether a position will be classified as professional or non-professional. Therefore, please clearly indicate each proposed labor category as **professional (P) or non-professional (N)** on your pricing proposal**.** As the contractor, you are subject to all of Department of Labor's rules and are subject to the Department of Labor's audit procedures. By classifying the positions, you take full responsibility for any of the Department of Labor's findings during an audit.

Professional
Professional labor categories are NOT subject to the Service Contract Act. Pricing Methods 1 or 2 shall be utilized for professional rates.

Non-Professional
Pricing Method 3 shall be utilized for all non-professional rates. All non-professional services are subject to the Service Contract Act. If your labor category is not listed within the wage determination (https://beta.sam.gov/) and is not professional, the following instructions apply:

a. Review the Service Contract Act Directory of Occupations which can be found at https://beta.sam.gov/. If you can make a ***reasonable relationship*** between your labor category and a category listed on the SCA Directory of Occupations, provide a cross reference sheet showing which DOL position relates to the position in your offer.

b. If you ***cannot make a reasonable relationship*** between your labor category and a category listed on the SCA Directory of Occupations https://beta.sam.gov/, review the following instructions in accordance with the DOL SCA Conformance Process.

c. If ***you decide that the position(s) requires conformance***, include a statement of your intent to prepare the required written reports and forms within the timeframes specified by the Department of Labor. Also provide documentation as to how the hourly base rates were developed and provide supporting documentation such as invoices, price lists, Salary.com, current contracts, etc. You must provide invoices to show commercial sales in support of the rates proposed. Since these positions will not appear on future wage determinations, you must propose a method to be used for future price adjustments.

PRICE PROPOSAL SUBMISSION METHODS

METHOD 1: MARKET PRICES (PROFESSIONAL)
In accordance with clause I-FSS-969, Economic Price Adjustment - FSS Multiple Award Schedule, paragraph (b)(1) pricing shall be proposed based on a negotiated five year fixed annual rate of escalation Method 1 pricing may only be used for **professional** labor categories. **Non-professional labor categories subject to SCA Wage Determinations will not be permitted under this method.** Utilize the pricing proposal template provided in the solicitation attachments. The offeror must certify that the annual escalation rate requested conforms to its historic pricing escalation practices and agrees to provide the Government additional supporting documentation to validate requested escalation rate, if required.

METHOD 2: COMMERCIAL PRICE LIST (PROFESSIONAL)
In accordance with 552.216-70 Economic Price Adjustment- FSS Multiple Award Schedule, pricing shall be proposed for the first year only based on a commercial price list (CPL). Utilize the pricing proposal template provided in the solicitation attachments. Method 2 pricing may only be used for **professional** labor categories. Non-professional labor categories subject to SCA Wage Determinations will not be permitted under this method. Utilize the pricing proposal template provided in the solicitation attachments.

METHOD 3: SCA RATES Required for all SCA labor categories (NON-PROFESSIONAL)
In accordance with clause I-FSS-969, - Economic Price Adjustment – FSS Multiple Award Schedule, paragraph (b)(2) pricing may be proposed based on a market

indicator identified by an economic indicator such as the Bureau of Labor Statistics Employment Cost Index (www.bls.gov) (not to exceed the conditions specified in (d)(4) of the clause).

When submitting Labor Categories subject to SCA Wage Determination, the offeror is required to provide rates for their intended places of performance along with any supporting documentation. The offeror should indicate any differences in WD base rates for proposal pricing, for instance if Accounting Clerk I (under SIN 736-1) is being proposed for a lower WD base rate than Janitor (under SIN 736-3) the appropriate WD should be indicated. The contractor is responsible to adjust their proposal and for paying the appropriate WD for the locality for the intended performance local.

In addition the contractor is required to make any modifications in the event their locality has changed

***METHOD 4:* Court Reporting and Transcription**

In accordance with 552.216-70 Economic Price Adjustment- FSS Multiple Award Schedule, pricing shall be proposed for the first year only based on a commercial price list (CPL). Utilize the pricing proposal template provided in the solicitation attachments. Method 4 pricing may only be used for **ALL Court Reporting and Transcription** labor categories.

COURT REPORTING & TRANSCRIPTION SERVICES

If you are offering Court Reporting and/or related services, please note the following instructions:

a. Pricing Method 4 is preferred for pricing offered on an hourly basis.
b. Identify specific formatting method used, if any. The recommended method is set forth by the National Court Reporters Association (NCRA) (http://www.ncra.org/)
    i. No fewer than 25 typed lines on standard 8-1/2 x 11 paper.
    ii. No fewer than nine or 10 characters to the typed inch.
    iii. Left-hand margin to be set at no more than 1-3/4 inches.
    iv. Right-hand margin to be set at no more than 3/8 inch.
    v. Each question and answer to begin on a separate line.
    vi. Each question and answer to begin no more than five spaces from the left-hand margin with no more than five spaces from the Q and A to the text.
    vii. Carry-over Q&A lines to begin at the left-hand margin.
    viii. Colloquy material to begin no more than 15 spaces from the left-hand margin, with carryover colloquy to the left-hand margin.
    ix. Quoted material to begin no more than 15 spaces from the left-hand margin, with carry-over lines to begin no more than 10 spaces from the left-hand margin.
    x. Parentheticals and exhibits markings to begin no more than 15 spaces from the left-hand margin, with carry-over lines to begin no more than 15 spaces from the left-hand margin.
    - Be sure to adhere to the Transcript Formatting Guidelines as set forth in comment 9202 of the Code of Professional Ethics of National Court Reporters Association (www.ncra.org) for such categories as Depositions, Court Appearances, Meetings, Conferences, and Administrative Hearings, etc.

c. Specify and describe any charges including appearance fee, shipping rates for

different shipping times, prices per additional transcript copies, videography services and resulting digital or electronic copies, fees for technical / semi-technical / non-technical transcription, and any other additional service.

- Pricing schedule should include a firm-fixed price per transcribed page based on typically the following delivery times;
  - Same day delivery
  - Next day delivery
  - Progression of days from 2 to 10 for delivery
  - Premium hours (outside normal business hours/holidays/weekends etc.); and
  - Minimum charge fee

d. Regardless of the Pricing Method selected, SCA wage determination(s), including determination number, revision date, state and counties for the preponderance of work location must be submitted.

SECTION IV – SKILL DESCRIPTIONS/JOB DESCRIPTIONS

JOB DESCRIPTIONS

Job descriptions must contain at a minimum the basic duties the employee will perform, minimum education and experience. Job descriptions that contain any of the duties listed in the Federal Acquisition Regulation (FAR) 7.5 entitled Inherently Government Functions will be rejected. Web link to FAR 7.5 is http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/07.htm#P335_53329

HELPFUL WEBSITE LINKS FOR VENDORS

- **Wage Determinations Online (wage rates per location)**
  - https://beta.sam.gov/
- **SCA Directory of Occupations (use for cross-reference)**
  - **http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf**
- **SCA FAQs (answers regarding wage determinations)**
  - **http://www.dol.gov/whd/regs/compliance/web/SCA_FAQ.htm**
- **SCA Overview (add'l information about the Service Contract Act)**
  - **https://www.dol.gov/whd/govcontracts/sca.htm**
- **Wage and Hour Division Contact Information (conformance process (use also for SIN 760-99))**
  - **http://www.dol.gov/whd/contact_us.htm**
- **Health and Welfare Fringe Benefit Rate**
  - **http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp**

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Required Documents To Be Included With Modification

Letter or Supply (Schedule 75) (Attachment 1**)**
Offeror Acknowledgment Letter (Attachment 2**) (only if offering toner)**

Letter of Commitment/Supply*

Offerors/Contractors - Please note this Letter of Commitment/Supply Template is the GSA template for Schedule 75. Please forward this approved letter to your supplier with the appropriate Solicitation number (if for a new offer) or Contract number (if adding a new product or product line or contract extension)

Letter or Supply (Schedule 75) (Attachment 1**)**

- [Submit on Supplier** Letterhead]
- [Date (must be within 12 months of offer submittal)]
- [Offeror Name]
- [Offeror Point of Contact (POC)] [Address]

Re: Letter of Supply

Dear [Offeror POC],

This Letter of Supply is in reference to the offer that [Offeror Name] submitted in response to the General Services Administration's Solicitation [enter Solicitation Number if a new offer] or Contract number [enter Contract number if existing contract].

In the event the [Offeror Name] has been or is awarded a Multiple Award Schedule (MAS) contract under the aforementioned solicitation/contract number, [Supplier Name] will assure an uninterrupted source of supply, with sufficient quantities of product to satisfy the Government's requirements, for the duration of the contract period (to include option periods) provided [Offeror Name] remains in good standing with [Supplier Name] and [Supplier Name] is permitted to sell such products to [Offeror Name] under [Supplier Name]'s agreements with its vendors.

[Supplier Name] understands that all products and services offered on [Offeror Name]'s MAS contract must be compliant with the Trade Agreements Act (TAA)(19 U.S.C. § 2501, et seq.). Further, while we [Supplier Name] understands that responsibility for TAA compliance and Country Of Origin accuracy resides with [Offeror Name], [Supplier Name] agrees to work and cooperate with [Offeror Name] to support [Offeror Name]'s TAA compliance of items offered on its contract and to provide country of origin information.

[Supplier Name] will provide country of origin information or otherwise make the information available to the [Offeror Name] and will update such information and make it available to the reseller on a quarterly basis. Country of origin and TAA information provided by [Supplier Name] is based on information provided by product manufacturers and other third parties.

[Offeror Name] understands the receipt of this LOS is not transferable to any partner/APD (authorized participating dealer)/subcontractor/teamed organization.

[Supplier Name] understands that if it certifies to [Offeror Name] that an item being supplied meets or exceeds the minimum content levels established under the Comprehensive Procurement

Guidelines***(CPGs) program, then, in order for [Offeror Name] to display the appropriate environmental attributes on its GSA Contract for the item, [Offeror Name] must retain proof in the form of a copy of the certification from the manufacturer or a copy of the environmental organization's certification or be able to obtain such proof from [Supplier Name] on request. A document showing the percentage of the recovered materials and post-consumer materials in the item offered must also be retained by [Offeror Name] or be available from [Supplier Name] to [Offeror Name] upon request. Accordingly, [Offeror Name] and [Supplier Name] will mutually agree on a process to facilitate [Offeror Name's] compliance with its EPA/CPG obligations under the Contract.

[Supplier Name] understands that if no proof of the environmental attributes being claimed is provided then [Offeror Name] will not be allowed to display the applicable environmental attribute icon.

[Offeror Name] understands that the Offeror Acknowledgement section, regarding manufacturer authorization status, on the following page, must accompany this letter of commitment/supply in order for this letter of commitment/supply to be valid.

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,
[Signed by a [Supplier Name] company official authorized to make the commitment]

*The letter of commitment/supply is a template and will constitute the first page of the letter. Although the content herein is sufficient, Suppliers may provide additional verbiage in subsequent pages as long as the verbiage does not contradict the statements made in the above information.

**Please note that "Supplier" name is synonymous with "Manufacturer" and/or "Distributor."

***The EPA maintains a list of EPA-designated products in their CPGs to provide Federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13423: Strengthening Federal Environmental, Energy, and Transportation Management). Visit the CPG web site at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program to view the current list of products that must comply with Comprehensive Procurement Guidelines (CPGs). Also, CPG supporting documentations and background information (such as RMANs) can be found at: https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg

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Offeror Acknowledgment Letter (Attachment 2)
**Only if offerors offering toner

Offeror Acknowledgement

[Offeror Name] understands that:

1. The following manufacturers have a Reseller Authorization Program: HP, Lexmark, Xerox and Clover.

2. [Offeror Name] must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) product(s) on MAS.

3. [Offeror Name]'s Reseller Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem [Offeror Name] as no longer meeting the OEM's authorization/partner program and/or policy requirements, [Offeror Name]'s authorization to resell said product will cease immediately, and [Offeror Name] must take action to remove those items from its GSA contract and GSA Advantage listing within 48 hours. [Offeror Name] may contact the manufacturer directly for information regarding its Reseller Authorization status.

4. A roster of wholesale agents and dealers segregated by HP, Lexmark, Xerox, Clover, and other legitimate manufacturers may be found on https://www.businesssolutionsassociation.com/authorizeddealers [Offeror Name] may also inquire with the manufacturer for information regarding [Offeror Name]'s authorization status.

Signed by [Offeror]

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Required Documents Descriptions

Agent Authorization Letter

AGENT AUTHORIZATION LETTER

(To be used in conjunction with K-FSS-1, if a third party agent is utilized by the proposing contractor)

OUTLINE FOR AGENT AUTHORIZATION – THIS INFORMATION MUST BE PROVIDED IF AN AGENT (I.E., CONSULTANT OR THIRD PARTY AGENT) ASSISTED IN THE PREPARATION OF THE OFFER, WILL BE INVOLVED IN ANY PART OF THE EVALUATION OR NEGOTIATION OF THE OFFER, OR WILL BE INVOLVED IN ANY POST AWARD ACTIONS.

The contracting officer will review the submitted agent authorization letter in accordance with Federal Acquisition Regulation (FAR) 4.102(e), which states, "when an agent is to sign the contract, other than as stated in paragraphs (a) through (d) of this section, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer."

Please provide the following information on the principal's letterhead, without the above instructional language (This letter must be signed only by an authorized principal with authority to bind the offeror/contractor, such as a corporate officer. (i.e. may not be signed by sales or purchasing agent, etc.)

For Solicitation No._____, the undersigned contractor _(principal)_____, hereby authorizes __(agent)_____, to act as agent for the said contractor, with said specific authority delegated from the contractor to the agent. The authority of the agent is limited to exact and specific delegations. You may contact __(agent/consultant)___at (phone number and email).

(Check desired delegations)

Pre-award delegations:

- ❏ Negotiate contract
- ❏ Sign contract
- ❏ Communicate with the Government

Post-award delegations:

- ❏ Submit contract modification requests
- ❏ Negotiate contract modifications
- ❏ Sign contract modifications
- ❏ Submit GSA Advantage Price List

_____

Offeror *(To be signed only by authorized principal, with authority to bind the undersigned contractor)*

_____	_____	_____
Name (Printed)	Title	Date

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Required Documents Descriptions

SCA Matrix

- If there are SCA eligible labor categories currently on contract or proposed, please submit a SCA matrix and language. Service Contract Labor Standards, formerly known as the Service Contract Act: Applicable to this solicitation (Service Contract Act 52.222-41, and related clauses 52.222-17, 52.222-42, 52.222-43, 52.222-49 and 52.222-55)
- The SCA matrix is in the example below.

SCA Matrix

SCA Eligible Contract Labor Category	SCA Equivalent Code - Title	WD Number
Administrative Assistant	01011 - Accounting Clerk I	052059
Secretary	01311 - Secretary I	052059

(A) 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 wage determinations for this solicitation and resultant contract are shown in FedBizOpps document, "SCA Wage Determinations" with each solicitation. The full-text version of each wage determination can be viewed at https://beta.sam.gov/ and find “Wage Determinations”. Some of the proposed labor categories 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 a cost analysis to determine that offered prices are fair and reasonable.

(B) Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing rate SCLS 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.

(C) In the price proposal template, indicate which proposed labor categories are subject to the SCLS by placing a double asterisk (**) next to the labor category name or fixed price service.

The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide).

For all the Offeror’s identified SCLS-eligible labor categories, map them to the SCLS-equivalent labor category title (titles/descriptions available at https://beta.sam.gov/ and find “Wage Determinations”. 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.

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*.

Regardless of the method used, the contractor must ensure that within 30 calendar days after the effective date of any contract modification to revise pricing based on changes in the applicable wage determination(s), the Contractor's electronic catalog is updated on GSA Advantage!®.

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

- If your contract DOES NOT have any SCA applicable labor categories, please insert the following language into your request:

The Service Contract Act (SCA) is applicable to this contract as it applies to the entire contract and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

- Identify the Wage Determination (WD) Number(s) you used to ensure prices will meet or exceed minimum SCA direct labor and fringe benefit requirements. Specify the revision number and revision date identified in the latest index of the WDs for non-standard wage determinations and for standard wage determinations of your contract located in the solicitation. . Also specify the state and area associated with the WD.

Schedule Name and Solicitation No.		PPL Document Title
Professional Services Schedule (PSS) - 00CORP PSS - FCO00CORP0000C	Click for link to solicitation	SCA Wage Determinations
Human Capital Management and Administrative Support Services -738X 2FYA-AR-060004-B	Click for link to solicitation	SCA Wage Determinations
Cameras, Photographic Printers and Related Supplies and Services -67 2FYB-BJ-030001-B	Click for link to solicitation	SCA Wage Determinations https://www.fbo.gov/index?s=opportunity&mode=form&id=ac6edd608df312fc05a79f269ce929c6&tab=core&_cview=1
Publication Media -76 2FYA-JD-060001-B	Click for link to solicitation	SCA Wage Determinations
Office Products and Supplies -75 2FYB-BU-050001-B	Click for link to solicitation	SCA Wage Determinations

Temporary Administrative and Professional Staffing Services-736 7FCM-N6-030736-B	Click for link to solicitation	SCA Wage Determinations
Packing and Packaging Supplies and Services-82 IB 2FYB-DJ-050008-B	Click for link to solicitation	SCA Wage Determinations

- Cross-reference all the identified SCA eligible labor categories to the SCA equivalent labor category title. Titles/descriptions are available at https://beta.sam.gov/ and find "Wage Determinations". Utilize the table format below. (Labor categories shown are for example purposes).

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Required Document Descriptions

Labor Category, Training Course, or Support Products Descriptions Document as applicable

Labor Category, Fixed Priced Services, Support Products and Training Course descriptions shall be submitted as part of the GSA Price List on a separate MS Word document.

Words like "typically," "generally", or other ambiguous language in reference to the minimum qualifications will no longer be considered acceptable and must be removed from the master Labor Category Descriptions document. Failure to comply with the requirements of the SCP will result in rejection of your modification request.

1. Labor Category Descriptions, Training Course Descriptions, and or Service Descriptions shall include:
   A. Labor Category Descriptions
      - Detailed position description (include functional responsibilities)
      - Minimum years of experience
      - Minimum years of education/degree requirements
      - Applicable training/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).
      - Professional Compensation Plan in accordance with Clause 52.22-46 Evaluation of Compensation for Professional Services.
        Note: Submission of the general compensation practices printed in the Offeror's employee handbook is generally sufficient if the handbook sets forth salary ranges and fringe benefits proposed for the professional employees who will work under the contract.
      - Copy of offeror's policy that addresses uncompensated overtime (Clause

52.237-10(a))
- Pricing Escalation Standard
- Identify labor categories that are subject to under Service Contract Labor Standard (SCLS) formally known as the Service Contract Act (SCA).
  - Include SCLS Equivalent Code and Title
  - Wage Determination Number

2. Training Courses
   - Title
   - Brief description of the course including major course objectives
   - Length of Course (number of hours/days)
   - Min/Max # of participants
   - Price for additional students above minimum (if applicable)
   - Support materials provided as part of the course (e.g., training manuals, CDs, DVDs.)

3. Fixed Price Services
   - Description of each service (sufficient detail to ensure ordering agencies have enough information to know what they are buying)
   - Demonstrate how each service is within the scope of the applicable SIN(s)

4. Professional Compensation Plan
   - 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 generally sufficient if the handbook sets forth salary ranges and fringe benefits proposed for the professional employees who will work under the contract.

5. Identification of Uncompensated Overtime
   - In accordance with clause 52.237-10 Identification of Uncompensated Overtime, the Offeror must submit a copy of its policy addressing uncompensated overtime, as defined in 52.237-10 paragraph (a).

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Required Document Descriptions

Suggested Change of Name Agreement Format (FAR 42.1205)

Change-of-Name Agreement

The ABC Corporation (Contractor), a corporation duly organized and existing under the laws of _____ [*insert State*], and the United States of America (Government), enter into this Agreement as of _____ [*insert date when the change of name became effective under applicable State law*].

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the _____ [*insert*

name(s) of agency(ies)], has entered into certain contracts and purchase orders with the XYZ Corporation, namely: _____ [*insert contract or purchase order identifications]; [or delete "namely" and insert "as shown in the attached list marked "Exhibit A'' and incorporated in this Agreement by reference.''*]. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) The XYZ Corporation, by an amendment to its certificate of incorporation, dated _____ 20_, has changed its corporate name to ABC Corporation.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that --

(1) The contracts covered by this Agreement are amended by substituting the name "ABC Corporation" for the name "XYZ Corporation" wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

ABC Corporation,

By _____

Title _____

[*Corporate Seal*]

Certificate

I, _____, certify that I am the Secretary of ABC Corporation; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this _____ day of_____ 20__.

By _____

[*Corporate Seal*]

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Required Document Descriptions

Suggested Legal Certification of Name Change Template
(FAR 42.1205(a)(2))

(Date)

(Name), Contracting Officer/Specialist

U.S. General Services Administration
One World Trade Center 55th Floor
New York, NY 10007

Re: Name Change of (Previous Name) Corporation to (New Name), Contract Number: GS-02F-XXXX.

Dear Mr./Ms. (Name of Contracting Officer/Specialist):

I am writing to you as General Counsel for (Previous Name) Corporation, now known as (New Name) Corporation, in compliance with the requirements of FAR 42.1205(a)(2) of the rules forwarded by you to XXXX of our office.

It is my legal opinion that the name change of this (Name of State) corporation from (Previous Name) Corporation to (New Name) Corporation was properly effected in compliance with the laws of the State of (Name of State), effective (Date), the date on which the Articles of Amendment were filed with the (Name of State) Department of State's Office under document number P0########.

I further certify that on the date of this opinion letter, this corporation is active and in good standing with the (Name of State) Department of State, Division of Corporations, and I am attaching to this letter copies of the following documents issued by the Division of Corporations:

1. Certified copy of the Articles of Amendment filed on (Date), issued by the (Name of State) Secretary of State, changing the name of the corporation to (New Name) Corporation.
2. Certificate of Status issued by the (Name of State) Secretary of State as to (New Name) Corporation.

The originals of these documents are being submitted to your office with the formal modification request.

Sincerely,

(Name)

Legal Counsel

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Required Document Descriptions

Suggested Novation Agreement Format (FAR 42.1204(i))

Novation Agreement

The ABC Corporation (Transferor), a corporation duly organized and existing under the laws of _____ [*insert State*] with its principal office in _____ [*insert city*]; the XYZ Corporation (Transferee), [*if appropriate add "formerly known as the EFG Corporation"*] a corporation duly organized and existing under the laws of _____ [*insert State*] with its principal office in _____ [*insert city*]; and the United States of America (Government) enter into this Agreement as of _____ [*insert the date transfer of assets became effective under applicable State law*].

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the _____ [*insert name(s) of agency(ies)*], has entered into certain contracts with the Transferor, namely: _____ [*insert contract or purchase order identifications*]; [*or delete "namely" and insert "as shown in the attached list marked `Exhibit A' and incorporated in this Agreement by reference."*]. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of _____, 20__, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a _____ [*insert term descriptive of the legal transaction involved*] between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

> ***[When a change of name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) below)].***

(8) A certificate dated _____, 20__, signed by the Secretary of State of _____ [*insert State*], to the effect that the corporate name of EFG Corporation was changed to XYZ Corporation on ____ _____, 20__, has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement --

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement

would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee --

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

ABC Corporation,

By _____

Title _____

[*Corporate Seal*]

XYZ Corporation,

XYZ Corporation,

By _____

Title _____

[*Corporate Seal*]

Certificate

I, _____, certify that I am the Secretary of ABC Corporation; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20 _____

By_____

[*Corporate Seal*]

CERTIFICATE

I, _____, certify that I am the Secretary of XYZ Corporation; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20_____

By_____

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Required Document Descriptions

Specific Modification Instructions Affecting Transactional Data Reporting (TDR) Pilot Participants and eligible contractors that choose to participate in the TDR pilot

On June 23, 2016, the U.S. General Services Administration (GSA) published a General Services Administration Acquisition Regulation (GSAR) final rule to capture transactional data on procurements across all of its Federal Supply Schedule (FSS) contracts and Government-wide Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts, to include Government-wide Acquisition Contracts (GWACs). The TDR Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through the contracts covered by TDR.

To reduce the burden on industry to participate in the pilot, under the Pilot, you are NOT required to provide Commercial Sales Practices (CSP) disclosures identifying discounts, terms, and conditions offered to your commercial customers that equal or exceed the discounts, terms, and conditions offered to GSA. Additionally, the requirement to monitor price reduction violations through Price Reductions clause tracking is removed. Thus, participation in the TDR Pilot results in a substantial decrease in the paperwork burden for offerors submitting offers inclusive of a TDR Pilot SIN.

The TDR Pilot SINs for Schedule 00CORP are:

871 1 - Strategic Planning for Technology Programs/Activities
871 2 - Concept Development and Requirements Analysis
871 3 - System Design, Engineering and Integration
871 4 - Test and Evaluation
871 5 - Integrated Logistics Support
871 6 - Acquisition and Life Cycle Management
871 7 - Construction Management and Engineering Consulting Services Related to Real Property

The TDR Pilot SINs for Schedule 75 are:

75-220 Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4)
75-200 Office Products

75-210 Office Services
75-85 Restroom Products

Please visit GSA Interact, the Vendor Support Center and https://srp.fas.gsa.gov/ to learn more about the TDR Pilot. These sites contain a wealth of information about TDR, including Fact Sheets, Frequently Asked Questions (FAQs), tutorials and presentations.

The following chart highlights the differences between a TDR Pilot offer and a traditional/non-TDR offer:

Transactional Data Reporting Offer/ Award Requirements	**Traditional Offer/Award Requirements**
CSP disclosure is not required with submission of an offer or after award	CSP disclosure must be submitted with offer, with certain modification requests, and may be required prior to exercise of option periods
MFC/BOA information is not required with submission of an offer or after award	MFC/BOA information must be submitted with offer and with certain modification requests
No MFC/BOA is identified at the time of award	MFC/BOA is identified at the time of award

No MFC/BOA discount relationship is established at the time of award, and tracking of price reductions is not required	MFC/BOA price/discount relationship is established at the time of award and must be maintained throughout the life of the contract
Tracking of price reduction violations is not required (see GSAR clause 552.238-75 Price Reductions ALTERNATE I)	Vendor is required to track price reduction violations pursuant to GSAR clause 552.238- 75 Price Reductions
Offer is evaluated in accordance with GSAR 538.270-2 *Evaluation of offers with access to transactional data*	Offer is evaluated in accordance with GSAR 538.270-1 *Evaluation of offers without access to transactional data*

Vendors are required to report information on 11 transactional data elements (see GSAR clause 552.238-74 Industrial Funding Fee and Sales Reporting ALTERNATE I)	Not Applicable
Transactional data reporting is required on a monthly basis, due 30 days after the end of each month	Not Applicable
Not Applicable	Contractors are required to report total aggregate contract sales, by SIN, on a quarterly basis, due 30 days after the end of each quarter
IFF must be remitted no later than 30 days after the end of each business quarter	IFF must be remitted no later than 30 days after the end of each business quarter

Notes For New Offerors:

If your offer is inclusive of a TDR Pilot SIN, your firm is ELIGIBLE to participate in the TDR Pilot. If a TDR pilot SIN is included in your offer along with non-TDR SIN(s) and you elect to participate in TDR, then the entire contract will be subject to TDR, and the PRC tracking and CSP disclosure requirements are removed for the entire contract.

As of November 16, 2017, participation in the TDR Pilot is voluntary for all offers already in house.

Once the offeror selects whether or not to participate in TDR and the choice is entered within the eOffer system, the decision is final and cannot be changed in the eOffer system.

In the event that an offeror elects to participate in the TDR pilot, but no TDR-eligible SINs are determined by GSA's offer evaluator to be acceptable for award, then the offer will either be rejected or withdrawn. A contract cannot be awarded under TDR without at least one TDR-eligible SIN.

Notes For Existing Contractors:

As of November 16, 2017, participation in the TDR Pilot is voluntary for 1) existing contractors who hold a TDR Pilot SIN that are under evaluation for the exercise of a Schedule option period and 2) existing non-TDR contractors wanting to add a TDR Pilot SIN to their contract.

Once a decision is made to participate in the TDR pilot, the contractor must continue to

participate in TDR until the end of the pilot. There is no way to "opt out" of TDR after the decision is made to "opt in."

Notes For Existing Contractors Submitting Follow-On Offers:

If an existing FSS contractor submits an offer for a follow-on FSS contract (i.e., the existing contract is in its final option period and the contractor desires to have a new contract), the contractor will be given the opportunity to elect whether to participate in TDR when the new offer is created in eOffer. Contractors who intend to hold "dual" contracts (i.e., leave the existing contract open until it expires and also have a new FSS contract) must have the same TDR status for both contracts.

If the contractor intends to have the existing FSS contract be cancelled immediately upon award of the follow-on FSS contract, the contractor may elect to change its TDR participation upon submission of the new offer, since there will only be one active FSS contract at a time. In cases where the contractor has changed its TDR participation in its new offer, the GSA offer evaluator will presume that it is the contractor's intent to have the existing contract be cancelled immediately upon award of the new contract.

The following instructions are only applicable to contractors who are 1) currently participating in the TDR pilot or 2) choosing to participate in the TDR pilot when requesting to add a TDR pilot SIN.

Pricing Proposal:

- A CSP is not required for any price related changes. Do not submit a CSP. If the system prompts you to complete a CSP, please annotate - "Not Applicable as this contract is participating in the PSS TDR Pilot"
- Although a price proposal template (PPL) is required when proposing to add or delete labor categories; change minimum education or experience; or change pricing (i.e., an economic price adjustment), the disclosure of commercial MFC, MFC pricing and discounts is not required. Please follow these instructions when completing the spreadsheet, and if you have questions, please contact your PCO for assistance.
- Current TDR participants and contractors requesting to add TDR pilot SINs that choose to participate in TDR are NOT required to submit supporting pricing documentation such as invoices, contracts, quote sheets when requesting new labor categories or proposing changes to awarded labor categories. However, the PCO may ask you to provide supporting pricing documentation if we are unable to determine proposed prices to be fair and reasonable using horizontal price analysis techniques.

IMPORTANT: All contractors requesting to add TDR pilot SINs are required to submit Project Descriptions as outlined in Types of Modifications: Adding Special Item Numbers (SINs) regardless of whether they are participating or not participating in TDR.

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GSA Advantage Upload Guide

Schedules Input Program (SIP) Instruction Guide

Please see SIP Instructions document which is a step by step guide on how to upload your GSA price list onto GSA Advantage! (Document embedded on left side of your screen)

- If you want to replace your entire pricing portfolio please hit the “replace” button (Not recommended because it may change items not included in the modification is file being uploaded is incorrect and the process may take longer.)
- If you want to change or update only the items included in the modification please hit the “change” button. (Recommended because only the items included in the modification will be affected and it’s a quicker and more efficient process.

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Common Reasons for Modification Rejections

- An offeror elects to participate in the TDR pilot, but no TDR-eligible SINs are determined by GSA’s Contracting Officer to be acceptable for award, then the offer will either be rejected or withdrawn. A contract cannot be awarded under TDR without at least one TDR-eligible SIN;
- Items to be added are out of scope for the awarded SIN;
- Duplicate items or part numbers on spreadsheet;
- Adding same items that are already on contract;
- Essentially the same (ETS) products as AbilityOne items being added;
- Math is incorrect on pricing spreadsheets;
- Pricing or discounts are incorrect;
- Attempt to delete items that are not on contract;
- Overhead is NOT included in the cost and is being charged separately;
- Utilizing non-standardized part numbers;
- Proper type of modification is not chosen in GSA e-Mod system;

- Incorrect documentation submitted with modification;
- Irrelevant documentation submitted with modification;
- Not all of the required documentation is initially submitted with modification;
- Slow reaction of contractor addressing Contracting Officer's comments or requests.

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