MEMORANDUM FOR THE GSA ACQUISITION WORKFORCE

FROM: JEFFREY A. KOSES  
SENIOR PROCUREMENT EXECUTIVE  
OFFICE OF ACQUISITION POLICY (MV)

SUBJECT: Retention and Deletion of Federal Supply Schedule (FSS) Clauses

1. Purpose.

This Acquisition Letter revises the following clauses from Acquisition Letter (AL) MV-20-03, I-FSS-600 and I-FSS-644 for use in the FSS program.

2. Background.

On February 27, 2020, GSA issued AL MV-20-03 in order to provide guidance and establish consistent clauses for the FSS program (conforming the clauses that may be used, and clarifying those clauses that were deleted).

Since the publication of AL MV-20-03, the FSS program has made updates to clauses I-FSS-600 and I-FSS-644. Updates to the I-FSS-600 clause include reference to the “GSA Starmark” and corrections to improve readability. Clause I-FSS-644 is updated to align with the “Verified Vendor Portal”, bring greater clarity to manufacturer agreements, and to require the contractor to maintain an uninterrupted source of supply.
3. Effective Date.

This Acquisition Letter Supplement (this Supplement) is effective immediately upon signature and remains in effect until rescinded or incorporated into the GSAM.


Except for the changed clauses herein, AL MV-20-03, remains in full effect.

5. Applicability.

This policy applies to all acquisition activities awarding and administering FSS contracts.

6. Requirements.

Requirements are unchanged from AL MV-20-03.

7. Contracting Officer Actions

Insert the updated clauses below in solicitations for new awards. Include the updated clauses in modifications to exercise an option to extend an FSS contract.

8. Point of Contact.

Any questions regarding this letter may be directed to GSARPolicy@gsa.gov.
Prescription: Insert the clause at I-FSS-600 in all FSS solicitations and resultant contracts.

As prescribed above, use the following clause in all FSS solicitations and resultant contracts:

**I-FSS-600 CONTRACT PRICE LISTS (APR 2021)**

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor’s electronic files must be complete; correct; readable; virus free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA’s electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic order. The Contractor’s electronic files must be received no later than 30 days after award. Contractors should refer to clause 552.238-88 GSA Advantage!® for further information.

(3) Further details on EDI, ICs, and GSA Advantage!® can be found in clause 552.238-103, Electronic Commerce.
(4) The Contractor is encouraged to place the GSA identifier (logo) on their website for those supplies or services covered by this contract. The logo can link to the Contractor’s FSS price list. The identifier URL is located at http://www.gsa.gov/logos. Please note that the GSA Starmark may not be used/displayed alone but only in conjunction as a Schedule Contract holder. All resultant “web price lists” shown on the Contractor’s website must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

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

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute an FSS Price List as required by clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare an FSS Price List by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

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

(i) GENERAL SERVICES ADMINISTRATION
    Federal Acquisition Service Authorized Federal Supply Schedule Price List
Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The internet address for GSA Advantage!® is: GSAAdvantage.gov.

- Schedule title
- FSC Group, Part, and Section or Standard Industrial Group (as applicable)
- FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).
- Contract number
- Contract period
- Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)
- Contractor's internet address/website where Schedule information can be found (as applicable)
- Contract administration source (if different from preceding entry)
- Business size

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

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

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

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

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

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

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

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

7. Quantity discounts.

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

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

10a. Time of delivery. (Contractor insert number of days.)

10b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

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

12a. Ordering address(es).

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

14. Warranty provision.

15. Export packing charges, if applicable.

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

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

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

18b. Terms and conditions for any other services (if applicable).

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

20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., Contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Unique Entity Identifier (UEI) number.

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

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

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct the Federal Supply Schedule Price List, and may constitute sufficient cause for Termination, applying the provisions of 552.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(End of clause)
**Prescription:** Insert the clause at I-FSS-644 in all FSS solicitations and resultant contracts.

As prescribed above, use the following clause in all FSS solicitations and resultant contracts:

**I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (APR 2021)**

(a) **Applicability.** The terms of this clause shall only apply to offerings and sales of products made by Contractors other than the manufacturer of such products. The terms shall apply specifically to, but are not limited to, resellers and distributors. It shall not apply to offerings and sales of products by the manufacturer of such products.

(b) **Terms of Offering and Sales.** Contractors shall not offer or sell products for which: 1) they do not have authorization, as applicable, and 2) they lack an uninterrupted source of supply sufficient to satisfy the Government’s requirements.

(1) **Manufacturer Authorization Program.**

(i) For products that manufacturers manage through any “authorized supplier”, “controlled distribution”, or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products to the Government are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as referenced in (2).
(2) **Uninterrupted Source of Supply.** The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government’s requirements for all products on its contract.

(3) **Manufacturer Prohibitions.** The Contractor shall not sell any product that the manufacturer of the product has prohibited the Contractor from selling.

(4) **Discrepancies.** In the event that the Government becomes aware of any discrepancy regarding a Contractor’s authorization program status, a Contractor’s uninterrupted source of supply, or a manufacturer’s prohibition, then the Contracting Officer shall give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with the clause at 552.238-79 Cancellation.

(End of clause)
MEMORANDUM FOR ALL GSA CONTRACTING ACTIVITIES

FROM: JEFFREY A. KOSES
SENIOR PROCUREMENT EXECUTIVE
OFFICE OF ACQUISITION POLICY (MV)

SUBJECT: Retention and Deletion of Federal Supply Schedule (FSS) Clauses

1. Purpose. This Acquisition Letter authorizes the continued use and deletion of certain clauses and provisions by the Federal Supply Schedule (FSS) program.

2. Background. The regulations for the Federal Supply Schedule program are gradually being updated, through a series of different GSAR Cases. GSAR Case 2013-G502, Federal Supply Schedule Contracting (Administrative Changes)\(^1\) updated numerous non-complex provisions and clauses, updated administrative matters, and restructured the GSAR to be more consistent with the FAR. It was finalized May 23, 2019\(^2\).

A number of clauses and provisions will be addressed in future rule-makings. This acquisition letter authorizes the continued use of the listed more complex clauses and provisions, pending future rule-making. This acquisition letter also deletes 16 clauses and provisions which are no longer needed.

3. Effective Date. This AL is effective immediately and remains in effect until rescinded or incorporated into the GSAM.


5. Applicability. This policy applies to all acquisition activities awarding and administering FSS contracts.

6. Requirements. The following clauses and provisions may be used in solicitations issued and contracts awarded under the FSS program.

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-FSS-011</td>
<td>Consideration of Offers Under Standing Solicitation</td>
<td>This provision outlines to Offerors the Government's contemplation of awards under a standing solicitation.</td>
</tr>
<tr>
<td>C-FSS-370</td>
<td>Contractor Task / Special Requirements</td>
<td>This clause provides the Contractor special requirements that may be needed when completing various tasks. It includes items such as travel, ODCs, materials, etc.</td>
</tr>
</tbody>
</table>

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\(^1\) See 79 FR 54126, dated September 10, 2014; Extension 79 FR 64356, dated October 29, 2014

\(^2\) See 84 FR 17030, dated April 23, 2019; Correction 84 FR 22381, dated May 17, 2019
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>CI-FSS-053</td>
<td>Indemnification and Liability</td>
<td>This provision applies to disposal, salvaging, or recycling services performed under awarded contract.</td>
</tr>
<tr>
<td>CP-FSS-002</td>
<td>Significant Changes</td>
<td>Use this provision to notify offeror of revisions since the previous posting to the Government's point of entry.</td>
</tr>
<tr>
<td>F-FSS-772</td>
<td>Carload Shipments</td>
<td>Use this provision to facilitate unloading by forklift truck at destination.</td>
</tr>
<tr>
<td>G-FSS-900-C</td>
<td>Contact for Contract Administration</td>
<td>This clause provides current contract administration contact data.</td>
</tr>
<tr>
<td>I-FSS-040</td>
<td>Contractor Team Arrangements</td>
<td>This clause instructs Contractors to abide by the terms and conditions of their respective contracts when participating in Contractor Partnering Arrangements.</td>
</tr>
<tr>
<td>I-FSS-106</td>
<td>Guaranteed Minimum</td>
<td>This clause outlines the minimum guarantee that the Government agrees to order during the term of the contract.</td>
</tr>
<tr>
<td>I-FSS-163</td>
<td>Options to Extend the Term of the Contract (Evergreen)</td>
<td>This clause is for use when determining continued performance of a contract for the next option period.</td>
</tr>
<tr>
<td>I-FSS-600</td>
<td>Contract Price Lists</td>
<td>This provision provides instructions to Offerors on how to create the authorized FSS Schedule Price List.</td>
</tr>
<tr>
<td>I-FSS-639</td>
<td>Contract Sales Criteria</td>
<td>This clause provides the anticipated sales expected to be generated by a contract and the Government's right to cancel the contract if they are not met.</td>
</tr>
<tr>
<td>I-FSS-644</td>
<td>Dealers and Suppliers</td>
<td>This clause requires a letter of commitment from suppliers if not a manufacturer.</td>
</tr>
<tr>
<td>I-FSS-970</td>
<td>Transactional Fee and Sales Reporting</td>
<td>This clause requires quarterly reporting of transactions and sales for applicable Special Item Numbers (SINs) and applies to Schedule 48 contracts that were awarded SINs 653-1 and 653-5 only.</td>
</tr>
<tr>
<td>I-FSS-972</td>
<td>Preparation of Offer (Multiple Award Schedule)</td>
<td>This clause provides to the Offeror the requirement of including specified information used for evaluation purposes when preparing its offer.</td>
</tr>
<tr>
<td>I-FSS-973</td>
<td>Payments by Non-Federal Ordering Activities</td>
<td>This clause provides to eligible non-federal ordering activities the procedures for payment under a State prompt payment law versus the Federal Prompt Payment Act.</td>
</tr>
<tr>
<td>K-FSS-001</td>
<td>Authorized Negotiators</td>
<td>This clause stipulates persons authorized to negotiate on behalf of contractor.</td>
</tr>
</tbody>
</table>
This provision provides instructions to Offerors on how to prepare and submit a Final Proposal Revision (FPR) letter.

7. **Deletions.** The following clauses and provisions are no longer necessary for the FSS program and are removed.

<table>
<thead>
<tr>
<th>Number</th>
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<tbody>
<tr>
<td>A-FSS-035</td>
<td>Exceptions to FAR Clause 52.225-5, Trade Agreements</td>
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<tr>
<td>A-FSS-042</td>
<td>Government Printing Office Waiver</td>
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<tr>
<td>CI-FSS-002</td>
<td>Submission of Offers - Additional Information</td>
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<tr>
<td>CI-FSS-056</td>
<td>FAR Part 51 Deviation Authority (Federal Supply Schedules)</td>
</tr>
<tr>
<td>CI-FSS-151</td>
<td>Additional Evaluation Factors for Award of Services</td>
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<tr>
<td>CI-FSS-152</td>
<td>Additional Evaluation Factors for Award</td>
</tr>
<tr>
<td>E-FSS-521-D</td>
<td>Inspection</td>
</tr>
<tr>
<td>E-FSS-522</td>
<td>Inspection at Destination</td>
</tr>
<tr>
<td>F-FSS-712-B</td>
<td>Shipping Points</td>
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<tr>
<td>F-FSS-736-B</td>
<td>Export Traffic Release (Vehicles)</td>
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<tr>
<td>I-FSS-102</td>
<td>Scope of Contract</td>
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<tr>
<td>I-FSS-103</td>
<td>Scope of Contract - Worldwide</td>
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<tr>
<td>I-FSS-165</td>
<td>Options to Extend the Term of the Contract - 12 Months</td>
</tr>
<tr>
<td>I-FSS-167</td>
<td>Options to Extend the Term of the Contract - 60 Days</td>
</tr>
<tr>
<td>I-FSS-694</td>
<td>Open Season for Consideration of New Offers (Annual Open Season)</td>
</tr>
<tr>
<td>I-FSS-971</td>
<td>Instruction on the Formatted Price list (FPL)</td>
</tr>
</tbody>
</table>

8. **Point of Contact.** Questions regarding this acquisition letter may be directed to GSARPolicy@gsa.gov.

**Attachment**
- **Retained FSS Clauses**
A-FSS-011 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (JAN 2016)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated
with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

CI-FSS-053 INDEMNIFICATION AND LIABILITY (DEC 2009)

For disposal, recycling or salvage services performed under SINs cited in this solicitation, it is understood that the General Services Administration (GSA) does not become an owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation, reclamation, recycling, and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent
resulting from the fault, negligence, or wrongful act or omission of the contractor, its agents, or employees.

EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring remediation, reclamation, recycling and/or disposal services for property it owns and/or for which it has legal jurisdiction.

CP-FSS-002 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

* __________ *

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to non-availability of double-door cars.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic:
NAME _____________________________________________
TITLE _____________________________________________
ADDRESS ___________________________________________
ZIP CODE ___________________________________________

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(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME ___________________________
TITLE ___________________________
ADDRESS ________________________
ZIP CODE ________________________
TELEPHONENO. ( ) _______ FAXNO. ________
E-MAIL ADDRESS ___________________

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor’s timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-80 “Industrial Funding Fee and Sales Reporting”) during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-80.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:
(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
(2) The Contractor’s electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!® in accordance with clause I-FSS-600, Contract Price Lists.
(3) Performance has been acceptable under the contract.
(4) Subcontracting goals have been reviewed and approved.

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

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-600 CONTRACT PRICE LISTS (OCT 2019)

(a) The Contractor shall submit its authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.
(b) Eligible ordering activities will utilize GSA’s online shopping and ordering system to review a Contractors’ price lists.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.
(b) The Government may cancel the contract in accordance with clause 552.238-79, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (JUN 2011)

(a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.
MV-20-03 Retention and Deletion of FSS Clauses  
Attachment: Retained Federal Supply Schedule (FSS) Clauses

(b) The Contractor shall remit a fee per transaction at the rate set by GSA as follows:
   (1) The Contractor shall remit the transactional fee(s) in U.S. dollars within 30 calendar
days after the end of the reporting quarter; final payment shall be remitted within 30 days after
physical completion of the last outstanding task order or delivery order of the contract.
   (2) The transactional fee represents a set fee per transaction. This fee is set at the
discretion of GSA, who has the unilateral right to change the fee at any time. The transactional
fee covers an additional level of service that is provided by GSA to the Contractor.
(d) All other terms of clause 552.238-80 Industrial Funding Fee and Sales Reporting apply.

I-FSS-972 (Previously 552.212-70)  
AWARD SCHEDULE) (AUG 1997)  

(a) Definitions.
   Concession, as used in this solicitation, means a benefit, enhancement or
privilege (other than a discount), which either reduces the overall cost of a customer’s
acquisition or encourages a customer to consummate a purchase. Concessions include, but are
not limited to freight allowance, extended warranty, extended price guarantees, free installation
and bonus goods.

   Discount, as used in this solicitation, means a reduction to catalog prices (published or
unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase
option credits, and any other terms or conditions other than concessions) which reduce the
amount of money a customer ultimately pays for goods or services ordered or received. Any net
price lower than the list price is considered a “discount” by the percentage difference from the
list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the
information outlined in paragraph (c). Offerors may provide a single response covering more
than one SIN, if the information disclosed is the same for all products under each SIN. If
discounts and concessions vary by model or product line, offerors shall ensure that information is
clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:
   (1) Two copies of the offeror’s current published (dated or otherwise identified)
commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special
catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price
lists shall include a statement indicating the special catalog or price list represent a verbatim
extract from the Offeror’s commercial catalog and/or price list and identify the descriptive
catalog and/or price list from which the information has been extracted.
   (2) Next to each offered item in the commercial catalog and/or price list, the Offeror
shall write the special item number (SIN) under which the item is being offered. Unless a special
catalog or price list is submitted, all other items shall be marked “excluded,” lined out, and
initialed by the offeror.
   (3) The discount(s) offered under this solicitation. The description of discounts offered
shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts
(indicate whether models/products can be combined within the SIN or whether SINs can be
combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

I-FSS-973 (Previously 552.232-81) PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

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

K-FSS-001 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers, and electronic mail addresses of the authorized negotiators.)

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MV-20-03 Retention and Deletion of FSS Clauses
Attachment: Retained Federal Supply Schedule (FSS) Clauses

L-FSS-101   FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

   (1) Notice that discussions are concluded;
   (2) Notice that this is the opportunity to submit a final proposal revision;
   (3) The specified cutoff date and time;
   (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by *______*. 