



12/21/2022

Acquisition Letter MV-23-01

MEMORANDUM FOR ALL GSA CONTRACTING ACTIVITIES

FROM: NICHOLAS WEST  
ACTING SENIOR PROCUREMENT EXECUTIVE  
OFFICE OF ACQUISITION POLICY (MV)

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*Nicholas West*  
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SUBJECT: Retention of Certain Federal Acquisition Service (FAS) Federal Supply Schedule (FSS) Clauses and Provisions

- 1. **Purpose.** The purpose of this Acquisition Letter (letter) is to cancel Acquisition Letter (AL) MV-20-03 and retain only the FAS FSS clauses and provisions identified herein that are still active.
- 2. **Background.** On February 27, 2020, Acquisition Letter MV-20-03 was issued to provide the FSS program authorization to continue use of certain FAS FSS clauses and provisions, pending future rulemaking or other action. Three supplements were subsequently issued under MV-20-03. These supplements made various revisions to these clauses and provisions (e.g., deletion of clauses and provisions found to be no longer needed or that were subsequently captured via rulemaking) as well as deleted and retained several FSS specific policies.

Each of the clauses, provisions, and policies contained in MV-20-03 were reviewed to determine their currency. As a result of this review, several clauses, provisions, and policies were found to be no longer in use (e.g., FSS clause F-FSS-772, Carload Shipments). Additionally, the review found many of the clauses and provisions still in use needed to be revised (e.g., correct citations and references).

For purposes of capturing these needed revisions as well as to authorize the continued use of certain FAS FSS clauses and provisions still in use, Acquisition Letter MV-20-03 is being canceled and replaced by this Letter.

- 3. **Applicability.** This Letter applies to acquisition activities issuing FSS solicitations and awarding FSS contracts.
- 4. **Effective Date.** This Letter is effective immediately and will remain in effect until rescinded or incorporated into the GSAR.
- 5. **Requirements.**

*a. Federal Acquisition Service (FAS).* To support the implementation of this Letter, FAS should take actions as deemed necessary.

**b. Prescription.** The FAS FSS clauses and provisions contained within Attachment A of this Letter may be used in FSS solicitations and resultant contracts.

**i. Retained.** The following FAS FSS clauses and provisions are retained by this Letter:

- (1) A-FSS-011, Consideration of Offers Under Standing Solicitation
- (2) C-FSS-370, Contractor Tasks / Special Requirements
- (3) CP-FSS-002, Significant Changes
- (4) G-FSS-900-C, Contact for Contract Administration
- (5) I-FSS-40, Contractor Team Arrangements
- (6) I-FSS-106, Guaranteed Minimum
- (7) I-FSS-600, Contract Price Lists
- (8) I-FSS-639, Contract Sales Criteria
- (9) I-FSS-644, Products Offered and Sold by Vendors Other Than the Manufacturer
- (10) I-FSS-970, Transactional Fee and Sales Reporting
- (11) I-FSS-973, Payments by Non-Federal Ordering Activities
- (12) K-FSS-001, Authorized Negotiators
- (13) L-FSS-101, Final Proposal Revision

**ii. Deleted.** The following are being deleted by this Letter.

- (1) FAS FSS clauses:
  - CI-FSS-053, Indemnification and Liability
  - F-FSS-772, Carload Shipments
  - I-FSS-972, Preparation of Offer (Multiple Award Schedule)
- (2) FAS policies:
  - FX-05-3 Security of Contract Files
  - FX-96-6 Multiyear Contracting Mandatory Sources of Supplies (Supplements 1-6)

**6. Cancellation.** Acquisition Letter MV-20-03, including any supplements, is hereby canceled and replaced by this Letter.

**7. Point of Contacts.** Questions regarding this Letter may be directed to [GSARPolicy@gsa.gov](mailto:GSARPolicy@gsa.gov).

**8. Attachment.** Attachment A - FAS FSS Clause and Provision Text

**ACQUISITION LETTER MV-23-01  
ATTACHMENT A  
FAS FSS CLAUSE AND PROVISION TEXT**

The date of the FAS FSS clauses and provisions revised by this Letter has been updated as well. The following are the FAS FSS clauses and provisions retained by Acquisition Letter MV-23-01:

1. A-FSS-011 Consideration of Offers Under Standing Solicitation.

A-FSS-011 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION  
(DEC 2022)

(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 GSAR clause 552.238-116, Option to Extend the Term of the FSS Contract, canceled pursuant to GSAR clause 552.238-79, Cancellation, or terminated pursuant to the termination provisions of the contract.

(End of provision)

2. C-FSS-370 Contractor Tasks / Special Requirements.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(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 (MAS).

(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 FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. 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 Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance.* As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(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 agencies may require prior 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 an 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, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements.* Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property.* As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds.* Many ordering 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).

(End of clause)

3. CP-FSS-002 Significant Changes.

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:

\* \_\_\_\_\_ \*

(End of provision)

4. G-FSS-900-C Contact for Contract Administration.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause 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 GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, 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 \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(b) *Overseas.* Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, 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 \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(End of provision)

5. I-FSS-40 Contractor Team Arrangements.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

6. I-FSS-106 Guaranteed Minimum.

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed 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.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) 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.

(End of clause)

7. I-FSS-600 Contract Price Lists.

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic contract data.*

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR 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, current 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 the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at <https://www.gsa.gov/logos>. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (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 current, accurate, and complete; e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule price lists.*

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(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. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.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 go to the following website:

<https://www.gsa.gov/schedules>.

*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 FSS 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 discounts, or any other concession affecting price.

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, the Contractor shall insert "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. The Contractor must insert the following statement after identifying the prompt payment terms: "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 must 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 FSS price list that have expedited delivery.

10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.

10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.

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

12a. Ordering address(es).

12b. Ordering procedures: See 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 for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at <https://www.section508.gov/>.

23. Unique Entity Identifier (UEI) number.

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

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list 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 in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

8. I-FSS-639 Contract Sales Criteria.

I-FSS-639 CONTRACT SALES CRITERIA (DEC 2022)

(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 GSAR clause 552.238-79, Cancellation, unless reported sales are at the levels specified in paragraph (a) of this clause.

(End of clause)

9. I-FSS-644 Products Offered and Sold by Vendors Other Than the Manufacturer.

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)

(a) *Applicability.* This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) *Terms of Offering and Sales.* Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and 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 under this contract 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 required by paragraph (b)(2) of this clause.

(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 offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.

(c) *Discrepancies*. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will 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 GSAR clause 552.238-79, Cancellation.

(End of clause)

#### 10. I-FSS-970 Transactional Fee and Sales Reporting.

##### I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (DEC 2022)

(a) The Contractor shall report the total number of transactions for applicable Special Items Numbers (SINS) made under this contract by calendar quarter.

(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.

(c) All other terms of GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, apply.

(End of clause)

#### 11. I-FSS-973 Payments by Non-Federal Ordering Activities.

##### I-FSS-973 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (DEC 2022)

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 GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, apply to such activities in the same manner as to Federal ordering activities.

(End of clause)

12.K-FSS-001 Authorized Negotiators.

K-FSS-001 AUTHORIZED NEGOTIATORS (DEC 2022)

Offerors shall identify the individual(s) authorized to negotiate with the Government in connection with this solicitation. Complete the following table with the required information for each authorized negotiator:

NAMES & TITLES	TELEPHONE NUMBERS	EMAIL ADDRESSES

(End of provision)

13.L-FSS-101 Final Proposal Revision.

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 \* \_\_\_\_\_\* .

(End of provision)