**INSTRUCTIONS FOR SUBMITTING MODIFICATION REQUESTS**

1. Accept all pending **MASS Mods** prior to submitting a modification request.
2. Provide a **cover letter** that addresses the following:
   1. Summary of requested changes.
   2. State whether the proposed commercial price list (CPL) represents a complete replacement of a previously awarded CPL or an additional CPL. Identify the name of the previously awarded CPL, its effective date, and the modification number in which it was incorporated.
   3. For ‘add’ mods, state whether the proposed CPL was in effect during the period of past sales reported on the Commercial Sales Practices Format (CSP). If it was not, for evaluation purposes, provide the CPL that was in effect during that period.
   4. For price reduction and/or price increase (Economic Price Adjustment – EPA) mods, identify the reason for the price changes (e.g. change in MFC/BOA, change in CPL/market rate prices, voluntary price reduction (increased govt discount), increase in raw materials, increase in manufacturer’s prices, other (e.g. correction of CPL error), etc.). State the date the new pricing was extended to your commercial customers.
   5. Statement as to whether the company’s commercial sales practices have or have not changed. If there has been a change, describe the changes and complete/submit the CSP included later in this modification instruction package.
   6. Statement as to whether Manufacturer’s Part Numbers and UPC-A data have been provided, and if not, why not.
   7. Any other pertinent information to support the modification request, such as urgency of request, customer interest (provide customer name and contact info), etc.
3. **Proposed CPL**: The proposed CPL must meet the requirements of GSAM clause 552.212-70 – Preparation of Offer (Multiple Award Schedule) and must be provided for all Add, EPA and price reduction modification requests for items that are based on a CPL.
4. **Price Analysis Worksheet**: There is a great deal of information GSA needs in order to complete modifications to add items, incorporate new pricing, and delete items. The Price Analysis Worksheets have been developed to help you provide the required information in an organized, standard format. Use of the appropriate spreadsheet (see tabs across the bottom of the Excel workbook) will enable your GSA contract specialist to process your mod as quickly as possible.
   1. **“Comp” Spreadsheets (GSA Advantage Duplicate Items, GSA Advantage Similar Item, Internet Comps)**: These sheets are to be used to provide comparable product information for items to be added. Start by searching for identical items on GSA Advantage®; show results on the GSA Advantage Duplicate Items Template. If exact duplicates are not found, search GSA Advantage for similar items and show results on the GSA Advantage Similar Items Template. If exact duplicates or similar items are not found on GSA Advantage, do a general internet search and show results on the Internet Comps Template spreadsheet.
   2. **EPA**: Complete for price increases for previously awarded items.
   3. **Price Reductions**: Complete for price reductions for previously awarded items.
   4. **Product Additions**: Complete for adding items.
   5. **Deletions**: Complete for deleting items.
   6. **Part Number-Description Change:** Complete when information about a previously awarded item changes. Amend sheet as necessary.
5. Overseas Delivery: If requesting to add overseas delivery, please be aware that your company must have a point of contact in each geographic region for which delivery is contemplated (e.g. Europe, South America, Far East, etc.). Reference GSAM clause G-FSS-900-C(b) – Contact for Contract Administration.
6. Novation/Change of Name: See the document Novation and Change of Name on the SSAC Portal page for modification instructions.
7. Services: If requesting to add services under a SIN not already awarded, see solicitation provision SCP-FSS-002 – Specific Proposal Submission Instructions for Services in the solicitation and the solicitation document titled Critical Information Specific to your schedule for additional documentation requirements.

**IMPORTANT NOTES:**

The above information may not include all information required by the Contracting Officer. You may or may not

be requested to provide additional information to support the changes being proposed to the contract.

To determine fair and reasonable pricing, the GSA Contracting Officer may consider many factors, including pricing on competitor contracts, historical pricing, and currently available pricing in other venues. Offers which provide Most Favored Customer pricing, but which are not highly competitive, will not be found fair and reasonable and will not be accepted.

Offeror must provide a full and broad offering on services and/or products. Offers will not be accepted with only limited item/offering (product. labor category, training course, or fixed-price service) unless it represents a total solutions for the Special Item Numbers (SINs).

Checklist of Required Information

Addition of New Items/Special Item Numbers (SIN)

or Request for an Economic Price Adjustment

CONTRACT NUMBER: GS-07F-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] 1. When adding additional items/brands/SINs, you must provide the information requested in clause CSP-1, Commercial Sales Practices Format, attached. Please note that the commercial sales figure provided in paragraph 1 must be only for the new items/brands/SIN(s) proposed for addition. If you do not have commercial sales, but do have Federal sales, you may report those, however, please be sure to annotate the document to indicate that the reported sales are to Federal government customers. If multiple brands or SINs are proposed for addition, commercial sales should be broken down by brand or SIN. If the information for paragraphs 3 through 5 is the same as the initial award, a statement to that effect may be submitted.

[ ] 2. If other than the manufacturer and you are offering a brand **not** already awarded under your current contract, clause I‑FSS-644, Dealers and Suppliers, requires you to provide a letter of commitment from the manufacturer for each new brand offered. The letter must be on the manufacturer’s company letterhead and signed by an officer (CEO, President, Vice President) of the company. It must reference your contract number (GS-07F-XXXXX), and use the template for Letters of Supply found on the SSAC portal page for modification instructions. Note, in lieu of a letter of commitment from the manufacturer, a letter from a distributor may be provided; letters from distributors must specify the manufacturers/brands the distributor is committing to supply.

[ ] 3. When adding a new SIN you must indicate your participation choice for the cooperative purchasing program (Specific only to Schedule 84). See Enclosure A, question 9.

[ ] 4. Submit a copy of product literature and ALL applicable (non-Government) dated published price lists. Identify items in the price list by SIN, and exclude any items/terms not being offered or not appropriate for the SIN. See clause 552.212-70, Preparation of Offer, MAS, located in the basic solicitation document.

[ ] 5. Indicate the offered discount for the new items/SINs in Enclosure A.

[ ] 6. Detail any additional discounts offered, such as prompt payment, quantity, etc. in Enclosure A.

[ ] 7. Furnish a description of any concessions being offered, which are not granted to other customers, in Enclosure A.

[ ] 8. Include the delivery time for the new items/SINs, in accordance with clause 552.211-78, Commercial Delivery Schedule, MAS, in Enclosure B.

[ ] 9. Ensure your company’s representations and certifications are current, accurate and complete in your System for Award Management (SAM) registration with regard to Clause 52.225-5 – Trade Agreements. Complete Enclosure C.

[ ] 10. When requesting an economic price adjustment, you must provide the information requested in paragraph (c) of clause 552.216-70, Alternate I, Deviation I, Economic Price Adjustment—FSS Multiple Award Schedule Contracts, located in the basic solicitation document.

**Note:  The Electronic Contract File (ECF) System automatically files everything submitted by the contractor into the contract file once the mod is approved.  If your modification request requires document revisions during the clarification process, please remove any superseded documents from the eMod system to avoid duplication and confusion in your permanent contract file.**

Explanation of information required in Clause CSP-1 – Commercial Sales Practices Format

The following pages contain the Commercial Sales Practices (CSP) Format section of the basic solicitation. This information relates to the terms and conditions offered to your commercial (i.e., Non-Federal Government) customers. All information must be provided on this page before your offer can be sufficiently evaluated. Failure to provide accurate, current and complete CSP information may result in rejection of your offer.

Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) in the Solicitation (Incorporated by Reference) , for additional information concerning preparation and submission of your offer. The following basic information is provided for each paragraph of the CSP. Please refer to the in-depth instructions found in Figure 515.4-2 – Instructions for Commercial Sales Practices Format, on pages CSP-3 and CSP-4 for additional information. .

(1) The dollar figure provided should reflect sales to the general public based on established catalog or market prices during the most recent 12‑month period for which data is available or for the offerors last fiscal year. Please ensure that the date provided includes at least the month and year. Please provide ACTUAL figures, do not provide rounded figures.

For evaluation purposes only, provide a copy of your commercial price list that was applicable during the time period shown in this paragraph.

**If you are a dealer/reseller and the dollar value of sales to the general public is limited, please see Paragraph 5 of the CSP and provide the information requested therein.**

(2) Show your total projected annual sales to the Government for each SIN offered. If you have not made sales to the Federal Government for the items offered, provide your best estimate of anticipated sales under any resultant contract.

(3) See Figure 515.4-2 on pages CSP-3 and CSP-4 for additional explanation. Also, please refer to Clause 552.212-70 in the Basic Solicitation Document for definitions of “concession” and “discount.”

(4) (a) The information provided in this chart should reflect the terms and conditions offered to your commercial customers. Information should be provided for all customers who receive terms equal to or better than those offered the Government.

Column 1 – Customer is the customer (i.e., Company XYZ) or category of customer (i.e., dealers, distributors, State, County, City and Local Governments, etc.) who receive the terms being disclosed.

Column 2 – Provide in this column any basic discount offered this customer. A basic discount is any discount offered without regard for quantity (i.e., for a quantity of one). If you do not offer any basic discounts, insert “NONE.”

Column 3 – Provide in this column any quantity or volume discounts offered this customer. For example, a discount of 10% is offered when 20+ units are purchased, OR a discount of 10% is offered when the net order exceeds $20,000.00. This discount is exclusive of any Basic Discount offered.

Column 4 – Provide the FOB Terms (Freight Terms) offered this customer. For example, FOB Origin (Plant), FOB Origin Freight Prepaid and Allowed, or FOB Destination.

Column 5 – Provide in the column any other terms or conditions, not previously listed, which are offered to this category of customer. For example, any prompt-payment terms, aggregate discount terms, enhanced or additional services offered, etc..

(4) (b) If you have deviations from your written policies or standard commercial sales practices disclosed in the above chart which result in better discounts (lower prices) or concessions than indicated, then those must be explained in accordance with the instructions at Figure 515.4-2.

**ENCLOSURE CSP**

#### CSP-1 COMMERCIAL SALES PRACTICES FORMAT 515.408(b)

Name of Offeror

SIN(s)

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information **for each SIN** (or group of SINs or SubSIN for which information is the same).

(1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12‑month period or the offerors last fiscal year: $\_\_\_\_\_\_\_\_\_\_\_. State begining and ending of the 12 month period. Beginning\_\_\_\_\_\_\_\_Ending\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). **For evaluation purposes only, provide a copy of your commercial price list that was applicable during the time period shown in this paragraph.**

(2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_;  
 SIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_;  
 SIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_;

(3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES\_\_\_\_ NO\_\_\_\_\_. (See definition of “concession” and “discount” in 552.212-70.)

(4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Column 1— Customer | Column 2— Discount | Column 3— Quantity/Volume | Column 4— FOB Term | Column 5— Concessions |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES \_\_\_\_ NO\_\_\_\_\_. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

(5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers’ information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer’s sales under any resulting contract are expected to exceed $500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer’s sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

(a) Manufacturer's Name

(b) Manufacturer's Part Number

(c) Dealer's/Reseller's Part Number

(d) Product Description

(e) Manufacturer's List Price

1. Dealer's/Reseller's percentage discount from List Price or net prices

**Figure 515.4-2—Instructions for Commercial Sales Practices Format**

If you responded “YES” to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded “NO” complete the chartin question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You mustalso disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

**Column 1**—**Identify the applicable customer or category of customer**. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

**Column 2—Identify the discount.** The term “discount” is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

**Column 3—Identify the quantity or volume of sales.** Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

**Column 4—Indicate the FOB delivery term for each identified customer.** See FAR 47.3 for an explanation of FOB delivery terms.

**Column 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer.** Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond “YES” to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the

chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

**ENCLOSURE A**

GSA OFFERED TERMS

The following terms are offered for the items/SINs being added to the current contract.

1. Basic Discount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(List each model number if the discount varies per model **or** indicate the discount next to each model on the price list.)

2. Prompt Payment Discount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If none offered, show the Net term, i.e., Net 30 days. How does this compare with already awarded payment discounts. The payment discount applies to the entire contract. If your contract already has a payment discount awarded, the new items are also covered by the existing payment discount.)

3. Quantity/Volume Discount\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Show the percentage and quantity/dollar level.)

4. Other Discounts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Any other concession being offered to the Government, but not the Most Favored

Customer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Delivery (Days ARO) Normal:\_\_\_\_\_\_\_\_\_\_\_ Days ARO Expedited:\_\_\_\_\_\_\_\_\_\_\_\_\_ Days ARO

7. FOB Terms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Minimum Order Limitation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Cooperative Purchasing? \_\_\_\_\_\_\_yes \_\_\_\_\_\_\_ no (Note: if you are adding products under a previously awarded SIN, the previously established Cooperative Purchasing status for the SIN will apply to the new products, unless a modification is requested and issued to change the status.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997) [[15](http://www.arnet.gov/far/current/html/15.html" \l "15.209)[.](http://www.arnet.gov/far/current/html/15.html" \l "15.209)[2](http://www.arnet.gov/far/current/html/15.html" \l "15.209)[0](http://www.arnet.gov/far/current/html/15.html" \l "15.209)[9(f)](http://www.arnet.gov/far/current/html/15.html" \l "15.209)](http://www.arnet.gov/far/current/html/15.html#_blank)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

NAME AND ADDRESS OF OWNER AND  
 PLACE OF PERFORMANCE (Street OPERATOR OF THE PLANT OR  
 Address, City, State, County, FACILITY IF OTHER THAN  
 Zip Code) OFFEROR OR RESPONDENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Place of Performance refers to the location where contract records are kept.

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995) [23.303](http://www.arnet.gov/far/current/html/23.html#_blank)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material  
 (If none, insert None) Identification No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

**C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)**

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

\_\_\_\_\_\_\_ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

\_\_\_\_\_\_\_ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

|  |  |
| --- | --- |
| **Product** | **Standard** |
|  |  |
|  |  |
|  |  |

There are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program  
Office of Variance Determination  
Occupational Safety and Health Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room N-3653  
Washington, DC 20210  
(202) 219-7193

**ENCLOSURE B**

#### 552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996) 511.404(a)(2)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the “Time of Delivery (days ARO)” column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the “stated” delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

**ITEMS OR GROUP GOVERNMENT'S STATED CONTRACTOR'S  
OF ITEMS (Special Item DELIVERY TIME NORMAL COMMERCIAL  
No. or nomenclature) (Days ARO) DELIVERY TIME**

ALL SINs As Shown in Basic \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Solicitation Document

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

ITEM OR GROUP OF ITEMS (special Expedited delivery time   
 (Special Item No. or nomenclature) (Hours/Days ARO)

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1. Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

**ENCLOSURE C**

Exceptions to Representations and Certifications (52.212-3)

Do you, the contractor, verify by submission of this modification request that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this modification request (including the business size standard for the NAICS code applicable for this submission), as of the date of this modification request and are incorporated in the resultant modification by reference?

\_\_\_\_ Yes

\_\_\_\_ No (If “No” is selected, the offeror must submit an attachment listing the

paragraph(s) which have changed and identify, after each paragraph, what has

changed.) Please title the attachment, “Exceptions to Certs and Reps – 52.212-3.”)

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