

# GSA's IT Schedule 70 Modification Guidance Package

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### 1. PURPOSE OF THE MODIFICATION GUIDANCE PACKAGE

This guidance will assist in completing and submitting the information necessary to request modification(s) to your GSA Information Technology (IT) Schedule 70 Government contract.

Please contact your Contract Specialist and/or Contracting Officer to assist with any questions you may have.

### 2. GETTING STARTED

The IT Schedule 70 Program will only accept contractor initiated modification requests via the GSA eMod system which can be accessed at <a href="http://eoffer.gsa.gov/">http://eoffer.gsa.gov/</a>.

Information and training relating to the eMod system is located in the GSA Vendor Support Center (VSC) and eOffer websites. Consistent with current practices, modification requests initiated via the eMod process must be submitted by an authorized contract representative. Under this process, an authorized contract representative must obtain a digital certificate before initiating an eMod. A digital certificate is an electronic credential that identifies a specific individual who is working for a specific organization. It is strongly recommended to have more than one authorized negotiator with a digital certificate. Without a digital certificate, the contract may not be changed/modified.

Modification requests cannot be entered into the eMod system without a current digital certificate. The following link will provide guidance on utilizing the eMod system, obtaining digital certificates, and the eMod training guide: http://eoffer.gsa.gov.

Each request shall require the submission of a Cover Letter on company letterhead detailing the desired changes to the contract, signed by an authorized negotiator of the contract. The letter shall always detail the type of modification requested and the reason for the modification.

Please utilize the guidance and applicable modification checklist provided when preparing a modification request.

### 3. HELPFUL HINTS FOR THE ADMINISTRATION OF YOUR CONTRACT

- The Commercial Sales Practices (CSP) document's purpose is to disclose your company's "Commercial Sale Practices." Please insure all discounts, concessions, rebates, etc. are fully disclosed on the form. All information is auditable by the Procuring Contracting Officer (PCO), Inspector General (IG), Administrative Contracting Officer (ACO), or Industrial Operations Analysts (IOA). Please see the attached Clause and template.
- GSA has created "Vendor Toolbox" to help vendors learn more about the MAS process and requirements and help make sure they have the best chance of success. The link to the Vendor Toolbox is: <a href="https://vsc.gsa.gov/RA/">https://vsc.gsa.gov/RA/</a>.

- Please ensure the SIP file is accurate and reflects the most recent changes that have been approved by the Contracting Officer. It is best to inform the Contract Specialist assigned to the contract of the pending changes, as most changes require a modification. The SIP file must be uploaded annually to avoid suspension in GSA Advantage. <a href="https://vsc.gsa.gov/sipuser/startup\_kit.cfm">https://vsc.gsa.gov/sipuser/startup\_kit.cfm</a>. Note: The SIP file should contain the complete GSA Pricelist to include the cover page and terms and conditions as specified in clause I-FSS-600.
- The terms and conditions for each SIN are available in the Solicitation.
- Deleting items under 132-52 that are now on 132-55. If your company was approved under the new COMSATCOM SIN's 132-54 and 132-55, please make sure the products and services aren't currently under SIN 132-52. If they are still under 132-52, please submit a modification request to delete the items from 132-52.
- Accepting MASS modifications is mandatory. All other modifications will not be processed until the mass modification has been accepted.
- Subcontracting Plans: Expired subcontracting plans may hinder your company's ability to process contract actions. Our system requires the subcontracting plan expiration date to process modifications, if that date has expired, the modification will not be processed. Please ensure the subcontracting plan is submitted timely. Contact your ACO with any questions you may have regarding the subcontracting plan.
- Adding new software under 132-32, 132-33, and 132-34: Please be sure to submit the End User License Agreements (EULAs) in advance. The EULA's must be approved by legal, prior to the processing of the modification.
- Reporting of IFF Sales: Please ensure sales are being reported and the IFF is being paid in a timely manner.

### 4. ECONOMIC PRICE ADJUSTMENTS (EPA) MODIFICATION REQUESTS

When requesting an EPA, submit a detailed cover letter, documentation to support the request, including all items required by the EPA Modification Checklist.

An EPA should only be requested if you have increased your pricing to your commercial customers. If you have not increased your pricing to your commercial customers you cannot increase the pricing on your GSA Contract. An EPA cannot be requested until products/services have been on contract for 12 months. Only three (3) EPA requests are allowed annually, based on the anniversary date of the contract. The maximum price increase is 10% per product or service line item, per 12 month period.

NOTE: There are exceptions to the 10% maximum increase limitation; however, in very rare circumstances the need to exceed a 10% increase in pricing may be required. There must be an effect on the industry as a whole that is driving the prices beyond the 10% cap. The vendor must provide substantial documentation shall be provided to the Contracting Officer so that the decision to accept or reject the proposed increase can be made.

If the price increase requested is not considered fair and reasonable, the Government will deny in partial, or in total, the EPA request.

If the contractor requesting the price increase is other than the product manufacturer, a notice from a manufacturer or supplier regarding price increases/decreases and a copy of the revised manufacturer price list must be submitted. Additionally, the Cover Letter shall stated that the

percentage increase/decrease and provide a spreadsheet showing the proposed adjustment by item and/or labor category. A spreadsheet template is included in this guidance. Additionally, provide a copy of the new commercial price list and the newly proposed GSA Price List.

If the price discount relationship between the Government and the Basis of Award (BOA) customer has not changed over time or as a result of the EPA modification, include a "certification statement" explaining that there has been no disruption that would trigger a price reduction, in accordance with the Price Reduction Clause at 552.238-75.

In the cover letter, state that the CSP-1 document (which discloses the company's best discounts offered to the MFC (category of customer) is in accordance with clause 552.216-70 (for contractors who have a commercial price list), paragraph (d) (2) Alternate I, Economic Price Adjustment—FSS Multiple Award Schedule Contracts or clause I-FSS-969 (for contractors who have no commercial price list). The certification statement regarding the price discount "relationship" and the Commercial Sales Practices (CSP-1) format shall be included in the Cover Letter and submitted with the modification.

There are two EPA clauses in Schedule 70 contracts. The first clause applies to those companies who have commercially published price lists, and is clause number 552.216-70, "Economic Price Adjustment – FSS Multiple Award Schedule Contracts (September 1999)". The other clause is applicable to those companies that do not have commercially published price lists, and is clause number I-FSS-969, "Economic Price Adjustment – FSS Multiple Award Schedule (Jan 2002)". Note that if at time of award an escalation rate under Clause I-FSS-969 was negotiated into the contract, a separate modification request to increase pricing is not required.

\*NOTE: There is a possibility for both clauses to apply to one contract. An example would be a case where a vendor has the Professional Services Special Item Number (SIN) 132-51 (and discloses to the Government that they do not have a commercially published price list) and also has SIN 132-8 (and discloses to the Government that they do have a commercial published price list for products). In this case, both clauses would apply to one contract. Ensure the correct clause citation is provided in the cover letter when submitting the modification request.

# **Economic Price Adjustment (EPA) Modification Checklist**

Signed/Dated Cover Letter (shall include the price increase strategy (i.e., overall EPA price increase of (for example: 5% total price increase) or provide
the range of the price increase (for example: 2% to 10%). Please refer to the appropriate EPA clause prior to submittal. The cap on EPA adjustments is 10%,
under normal circumstances/market conditions.
Spreadsheet showing current list and GSA Schedule Pricing, and the newly proposed commercial/market pricing and GSA Schedule pricing, with the
percentage increase by product listed in a separate column. Include a dealer reseller spreadsheet with the price increases listed by product line item, if the
contract holder is not the manufacturer of the product(s).
New Commercial Price List (Internal Labor Rates, Market Rate Sheet, etc)

Include the applicable Equitable Price Adjustment (EPA) Clause and add to the following info to the Cover Letter text:
Increase is based on a Commercial Price List Increase
(effective date of new Commercial Price List:)
Increase is based on the an Index [for example: Bureau of Labor and Statistics Index, Table number, which shows a% increase based
on 12 months ending[insert month and year].
Submit on Undeted CSA Drigolist
Submit an Updated GSA Pricelist
Submit an Updated CSP-1 Document (include the CSP-1 Document only if the CSP information has changed. If the CSP-1 information has not changed,
indicate that there has been no change in the cover letter).
Supporting Pricing Documentation to include one or more of the following:
Invoices (Provide a sampling of invoices for the product affected by the modification, which shows the price increases. If the product has not been
sold, please provide information on like or similar products.)
Previously Awarded Contracts/Orders (Government or Commercial contracts)
Quote Sheets (which are quotes submitted in response to competitive solicitations)
Notices of price increases from manufacturers or suppliers (as applicable)

### 5. PRICE REDUCTION MODIFICATION REQUESTS

Modification requests for price reductions shall include a detailed cover letter explaining the reason for the price reduction and a list of the affected products/services along with a current commercial price list. Additionally, make sure to submit all items required by the Price Reductions Modification Checklist below.

If the price discount relationship between the Government and the BOA customer has not changed over time or as a result of this or any modification, include a "certification statement" explaining that there has been no disruption that would trigger a price reduction, in accordance with the Price Reduction Clause at 552.238-75.

NOTE: Contractor's shall notify the Contracting Officer or Contract Specialist of any price reduction subject to clause 552.238-75 – "Price Reductions," as soon as possible, but not later than 15 calendar days from the effective date.

If the price reduction is temporary (e.g., a sale) then no modification is required. You would simply need to update your SIP file and be sure it is entered as a temporary price reduction with an end date.

# Price Reduction Modification Checklist

Signed/Dated Cover letter explaining the reason for the price reduction, and to whom the price reduction applies (Government, Commercial or both).
Include the following in the letter:
Indicate if this price reduction affects the Government Only, or Commercial and Government customers.
Make a statement regarding the Basis of Award customer and the pricing relationship statement:
1) the price relationship has not changed, or 2) the price relationship has changed (include this information in the Cover Letter).
Include a spreadsheet that shows the old price, and the new price (showing the price reduction).
CSP-1 Document (include the CSP-1 Document only if the CSP information has changed. If the CSP-1 information has not changed, indicate that there has
been no change in the cover letter).
Updated GSA Pricelist with the proposed price reductions included.

### 6. CHANGING MODEL NUMBERS

For a modification to change model numbers, submit a detailed Cover Letter explaining what model numbers are affected, why the change is being made, and a statement as to whether or not the pricing for the items is subsequently changing for any reason (Note: pricing may only be changed through an official EPA modification request). Additionally, provide an itemized list of the old and new model numbers in a spreadsheet format. Provide a copy of the new commercial price list, as well as the GSA Price List.

Note:

Model number changes are for products that have the same function and for models that have not had significant changes. Otherwise, the modification would be considered a product add modification.

### 7. <u>DELETION OF PRODUCTS OR SERVICES</u>

If products or services are being discontinued or no longer sold to the Government customer, submit a Cover Letter explaining the reason for the discontinuation or deletion from the contract. Submit an itemized list of the products and/or services by SIN that shall be deleted from the GSA Price List and submit a new GSA Price List.

# Changing Model Numbers, Deleting Products or Services Modification Checklist

 _ Include a Signed/Dated cover letter
A listing to include the model number(s) and/or the labor categories that are to be deleted and the SIN(s) affected
Include a Revised GSA Price List reflecting all changes authorized by this modification.

### 8. ADDING NEW MODELS, ADDING PRODUCTS/SERVICES, SINs or BRANDS

To add new models, additional products/services, new SINs, or new brands, submit a detailed Cover Letter and all items required by the Additions Checklist. Itemize the new information according to the type of addition requested. Be sure to include a proposed GSA Pricelist incorporating the proposed changes. Note: Commercial sales of the new products must be included in the sales figures provided in the CSP, paragraph 1. New items cannot be added to the contract unless the Contracting Officer can determine that the prices offered are "fair and reasonable". Provide any available information to assist the Contracting Officer in making this decision, including price comparisons for a random selection of products/services being added (or for similar items).

To add labor categories, complete the labor matrix and provide a current commercial price list (or internal labor rates or market rates).

Provide a current commercial price list and identify each product or service by the applicable SIN to which they are being added.

You must complete Clause CSP-1, Commercial Sales Practices Format for the items being proposed and ensure you indicate the offered discount for the new items/SINs. Please note that the commercial sales figures provided on the CSP must only be for the new items/services/brands/SIN(s) that are proposed to be added to the contract. If multiple brands or SINs are proposed for addition to the contract, commercial sales shall be broken down by SIN.

If manufacturer and the brand offered is not already awarded under the current contract, the clause at I-FSS-644, titled, "Dealers and Suppliers," requires companies to provide a Letter of Supply (LOS) from the manufacturer or the official distributor for each new brand offered. See the Solicitation for a letter template.

Submit product literature and ALL applicable (non-Government) dated published price lists with the modification request.

Submit invoices for the products or services being added. Identify items in the price list by SIN, and exclude any items/terms not being offered to the Government for that particular SIN.

If the company has several brands, the MFC information should be at the individual brand level, and not the overall MFC for all brands on the contract. Additionally, it is requested that two or more price comparison invoices are submitted for same, like or similar items be provided for each item or service being proposed to add to the contract.

NOTE 1: In accordance with the terms of Schedule 70, items produced in non-designated countries are excluded from consideration for award. A list of designated countries can be found in clause 52.225-5, Trade Agreements Act.

NOTE 2: Ancillary supplies and/or services (SIN 132 100) are support supplies and services which are not within the scope of any other SIN on this schedule. These supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN(s) in this solicitation to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule and is limited to information technology (IT) products and/or services.

Special Instructions: The work performed under this SIN shall be associated with existing SINs that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN in this schedule. Contractors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SINs under this schedule.

# Additions Adding SINs, Models, Brands, Additional Products or Services Modification Checklist

Signed/Dated cover letter	
Commercial Price List (Internal Labor Rates, Market Rate Sheet, etc)	
Discount Proposal Spreadsheet (attachment located in the Solicitation)	
Product Literature (products only)	
Letter of Supply (if adding a new manufacturer only)	
CSP-1 Document (see attached template)	
Revised GSA Price List (to include the proposed new items)	
TAA Compliant Statement	
Energy Star Compliant Statement (as applicable)	
Labor Category Matrix (as applicable; attachment located in the Solicitation)	

Labor Category Descriptions (as applicable)
Pricing Support Documentation shall include at least one of the following: Invoices; at least 2-3 per labor category and/or provide a sampling of invoices for the product affected by the modification. If the product has not been sold, please provide information on like or similar products.)  Previously Awarded Contracts/Orders (Government or Commercial contracts).  Quote Sheets (which are quotes submitted in response to competitive solicitations.)  If it has not been sold commercially, provide like or similar information for direct competitor or "like or similar" products.
NOTE: If adding SINs to the contract, refer to the Solicitation for further specific required documentation
PLEASE ALSO PROVIDE THE FOLLOWING INFORMATION WHEN ADDING SINS, SERVICES, OR PRODUCTS TO THE CURRENT CONTRACT AND INCLUDE WITH YOUR MODIFICATION REQUEST:
1. GSA Basic Discount
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, these items are also covered by the existing payment discount.)
3. Quantity/Volume Discount(Show the percentage and quantity/dollar level.)
4. Other Discounts/Concessions:
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?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.
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THE FOLLOWING CLAUSES APPLY TO PRODUCT ADDITION MODIFICATIONS AND ARE TO BE SUBMITTED WITH MODIFICATION REQUEST

***	<b>~</b> ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	,		ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ ታ
****	*****	***********	***********	*************
52.21	15-6	PLACE OF PERFORMAN	ICE (OCT 1997)	
1	use one o	or or respondent, in the perform r more plants or facilities locate for information.	nance of any contract resulting from the and at a different address from the	om this solicitation, $\square_{\text{intends}}$ , $\square$ does not intend [check applicable box] to address of the offeror or respondent as indicated in this proposal or response
(b)	If the offe	eror or respondent checks "inter	nds" in paragraph (a) of this provi	sion, it shall insert in the following spaces the required information:
		CE OF PERFORMANCE (Standards, City, State, County, Zip Code)	NAME AND ADDRESS O reet OPERATOR OF THE FACILITY IF OTH OFFEROR OR RES	PLANT OR ER THAN
	: Place of		tion where contract records are ke	
Offer	ors shall	insert the following informatio	n for each item offered in the space	ees provided below:
ITEN NO(S		NAME OF MANUFACTURER	PRODUCTION POINT— NAME, ADDRESS (Including County), and TELEPHONE NUMBER	INSPECTION POINT (If other than Production Point)
52.22 (a) (inclu	Hazar		ause, includes any material define	ATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995) ed as hazardous under the latest version of Federal Standard No. 313

(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.

	Identification No.
(If none, insert None)	

Material his 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.

#### 552,211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

COMEDNIA ENTRE CTATED

(a) <u>Time of Delivery</u>. 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:

CONTRA CTORIC

	OF ITEMS (Special Item No. or nomenclature)	GOVERNMENT'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
	ALL SINs	No longer than standard commercial delivery time	- <u></u>
(b)	•	ose items that can be delivered quicke (RO) that delivery can be made when o	r than the delivery times in paragraph (a), above, the Offeror is requested to expedited delivery is requested.
	ITEM OR GROUP OF ITEM (Special Item No. or nomen	•	· ·

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(c)	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.			
	*******************			
	Exceptions to ORCA Certs and Reps/SAM (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 applicable to the NAICS code referenced 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.")			

### 9. COMSATCOM

#### MODIFICATION CHECKLIST FOR THE ADDITION OF SINS 132-54 AND 132-55

**<u>I. Introduction:</u>** Please use this checklist to ensure complete and accurate submittal of modification requests to current/active Schedule contracts. The following information is required for current Information Technology (IT) Schedule 70 contractors who are submitting a modification to add COMSATCOM products/services Special Item Numbers (SINs) 132-54 and/or 132-55.

**<u>II. Submission Instructions:</u>** The following information is required when requesting the modification to add SIN 132-54 or 132-55 to an existing IT Schedule 70 contract:

<ul> <li>a.) Cover Letter.</li> <li>Cover letter from the company formally requesting the modification, stating the IT Schedule 70 contracting number, signed by either a corporate officer or contract administrator who is authorized to obligate the company.</li> </ul>
b.) Technical Proposal (See Part IV of the solicitation – Evaluation Factors for Contract Award)
Descriptive Literature, as it applies to the two new SINs. (See the solicitation provision CI-FSS-152, for a complete description of the required information and page limitations.)
Project/Corporate Experience, as it applies to the two new SINs. (Note: A minimum of two years experience is required. See solicitation provision; reference CI-FSS-152 in Solicitation FCIS-JB-980001B for a complete description of the required information and page limitations.)
Information Assurance (IA) Checklist, submitted as an MS Word file. The IA checklist is accessible on the Internet at www.gsa.gov/satserv. The IA Checklist must be completed in its entirety. A specific question in the IA checklist will require you to provide your answer in the form of a detailed summary in order to demonstrate your technical capability or compliance. Simply referencing an internal policy will not provide a sufficient demonstration.
Note: The information assurance checklist must be submitted as an MS Word file.
DD254 Application. This item is only required for companies which plan to do work that is of a classified nature under the SATCOM SINs, such as certain the Department of Defense (DoD) work. Please note that only blocks 6a, 6b, 6c, 8a, 8b, and 8c of the DD254 need to be completed and submitted with the proposed modification request.
c.) Pricing Proposal
The Company's Commercially Available Price List. Terms and Conditions for SINs 132-54 and 132-55 (unaltered). Pricing Chart which shall include the prices offered to GSA with the IFF and without the IFF. Indicate whether proposed pricing is unit based (per person, per byte per application, etc.) If the proposed pricing is daily, weekly, monthly, or annually, then clearly state so in your proposal and be able to support this pricing structure with

supporting documentation. Vendors must clearly demonstrate pricing for SIN 132-54 and 132-55. By not doing so, the Government may determine that the company does not have the capability to perform the services required.
Note: The Price Chart must be submitted in Microsoft Excel.
Commercial Sales Practices Format (CSP) and Discounting Policies Pricing Support. (Please provide invoices, purchase orders previously awarded by a commercial entity or a Government entity, or other supporting pricing information that reflects pricing for the work that directly correlates to the SIN(s) proposed. Additionally, you may provide any other information that will assist the Government in proving the prices offered to the Government to be fair and reasonable).  Proposed Economic Price Adjustment Mechanism and Supporting Documentation. (Reference clauses 552.216-70 and I-FSS-969.) Delivery Schedule for the new SIN(s).
NOTE: SINs 132-54 and 132-55 are managed by the Region 7 IT Schedule 70 Team in Fort Worth, Texas. Please contact your current IT Schedule 70 contracting officer (CO) of your intent to submit a modification to add SINs 132-54 and/or 132-55 so that your contract can be transferred to Region 7
Additional information regarding the COMSATCOM Program at GSA can be found at <a href="https://www.gsa.gov/fcsa">www.gsa.gov/fcsa</a> .

### **Economic Price Adjustment (EPA) Sample Spreadsheet**

SIN	Product Description	Previous Commercial Pricelist	Proposed Commercial Pricelist	Percent Change	Current MFC/BOA Discount	Current GSA Price with IFF	Proposed GSA Price with IFF	Proposed EPA % increase	GSA Discount
									-

Add Rows to meet the number of items being proposed for addition to the contract.

# COMMERCIAL SALES PRACTICES FORMAT (CSP-1)

Note: Utilize the sample chart entitled, Commercial Sales Practices Chart included in this guide instead of the chart depicted in part (4) of this Clause.

Name of	of Offeror:			
SIN(s):				
Note:	SCHEDULE)	, for additio	.212-70, PREPARATION OF OFFER (MULTIPLE AWA nal information concerning your offer. Provide the followi (or group of SINs or Sub SIN for which information is the	ng
beginn that a d	price during the	e previous 1 of the 12 mo	of sales to the general public at or based on an established carlo 2-month period or the offerors last fiscal year: \$	State In the event
	ng options, for e total projected	each SIN of	I annual sales to the Government under this contract for the fered. If you currently hold a Federal Supply Schedule cons should be based on your most recent 12 months of sales upon the s	tract for the
Sn	ecial Item No.	132-3	Leasing of Product	\$
	ecial Item No.	132-4	Daily / Short Term Rental	\$
	ecial Item No.	132-8	Purchase of New Equipment	\$
	ecial Item No.	132-9	Purchase of Used or Refurbished Equipment	\$
	ecial Item No.	132-12	Maintenance of Equipment, Repair Services and/or	Ψ
БР	ceiui itein ivo.	132 12	Repair/Spare Parts	\$
Sn	ecial Item No.	132-32	Term Software Licenses	\$ \$
	ecial Item No.	132-32	Perpetual Software Licenses	\$ \$
	ecial Item No.	132-34	Maintenance of Software	\$ \$
	ecial Item No.	132-50	Training Courses	\$ \$
	ecial Item No.	132-51	Information Technology Professional Services	\$ \$
	ecial Item No.	132-52	Electronic Commerce and Subscription Services	\$
	ecial Item No.	132-53	Wireless Services	\$
	ecial Item No.	132-54	Commercial Satellite Communications	\$ \$
БР	ceiui item ivo.	132 3 1	(COMSATCOM) Transponded Capacity	Ψ
Sn	ecial Item No.	132-55	Commercial Satellite Communications	\$
Sp	ceiai item 140.	132 33	(COMSATCOM) Subscription Services	Ψ
Sn	ecial Item No.	132-60A	Electronic Credentials, Not Identity Proofed	\$
Бр	cetai item 140.	132 0071	(Assurance Level 1 – OMB M-04-04) Managed Service Offering	Ψ
Sp	ecial Item No.	132-60B	Electronic Credentials, Identity Proofed (Assurance Level 2 – OMB M-04-04) Managed Service Offering	\$
Sp	ecial Item No.	132-60C	Digital Certificates, including ACES (Assurance Level 3 and 4 – OMB M-04-04)	\$
Sp	ecial Item No.	132-60D	E-authentication Hardware Tokens	\$
	ecial Item No.	132-60E	Remote Identity and Access Managed Service Offering	\$
	ecial Item No.	132-60F	Identity and Access Management Professional Services	\$
	ecial Item No.	132-61	Public Key Infrastructure (PKI) Shared Services Provider (SSP) Program	\$
Sn	ecial Item No.	132-62	HSPD-12 Product and Service Components	\$

\$		

(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) offer	ered
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 515.2, 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

- (b) 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
  - (f) 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 chart in 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 must also 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.

### **COMMERCIAL SALES PRACTICES CHART**

# PROPOSED SIN \_\_\_\_\_

TYPE OF CUSTOMER	STANDARD DISCOUNTS & PRICING POLICIES	NONSTANDARD DISCOUNTS, (including degree & frequency)	Rebates	Prompt Payment Discount	Warranty	FOB Point	% of Gross Sales
Distributors (sell only to Dealers/Resellers							
Dealers/Resellers (resell to end users)							
VAR/System Integrators							
Original Equipment Manufacturers							
State & Local Governments							
Educational & Nonprofit Institutions							
National & Corporate Accounts							
Commercial End Users							
Other:							
Proposed GSA Discounts							

NOTE: If space on the chart is insufficient for a complete response, the offeror should provide any necessary attachments to explain both Standard Discount & Pricing Policies, as well as any Non-Standard Discounts, for each Special Item Number (SIN) offered. (If the offeror does not sell to a particular type of customer, indicate "Does Not Sell To This Type Of Customer" across the row.) For any types of customers not identified on the chart, the offeror should specifically identify such customers under "Other". If you sell to a type of customer but do not offer any standard or nonstandard discounts please state "NONE" in each category. In the percentage of gross sales please state how much, in percentages totaling 100% that you sell to the type of customers.

Date			