



**U.S. General Services
Administration**

GSA Office of Governmentwide Policy

Acquisition Letter MV-2026-01
and GSA Class Deviation CD-2026-02
Supplement 2

Signed by:

Jeff Koses

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

SUBJECT: Supplement 2 - Streamlining and Canceling Acquisition Policies,
Procedures, Provisions, and Clauses and Rescinding or Issuing Class
Deviations to Implement Executive Order 14275, *Restoring Common
Sense to Federal Procurement*

1. Purpose.

- This Supplement cancels several acquisition policies as part of GSA's on-going efforts to implement [Executive Order \(E.O.\) 14275, Restoring Common Sense to Federal Procurement](#).
- The cancellations are a result of our ongoing comprehensive overhaul of GSA's acquisition supplement (Wave 3).
- The [Acquisition Portal on InSite](#), maintained by OGP's Office of Acquisition Policy, houses all non-regulatory mandatory GSA acquisition policy. Any other service-level policy not yet canceled that is maintained on another site is discretionary. This excludes Federal Supply Schedule and Leasing policy which will be considered as part of Wave 4.

2. Background. E.O. 14275 mandates the most agile, effective, and efficient procurement system possible. In support of GSA's on-going efforts to implement the E.O., GSA has identified additional acquisition policies that can be canceled. The cancellation of these policies further promotes expedited and streamlined acquisitions. As GSA continues reviewing its acquisition regulations and policies, further streamlining is anticipated.

3. Effective Date. This Supplement is effective immediately.

4. Point of Contact. Questions regarding this Supplement may be directed to the GSA Acquisition Policy Division at GSARPolicy@gsa.gov.

5. Supplement 2, List of Canceled Policies

The following acquisition policies are canceled under Supplement 2 of Acquisition Letter MV-2026-01 / Class Deviation CD-2026-02 and added to Attachment A:

Acquisition Policy	Rational for Cancellation
CD 2020-09, FAR Class Deviation - Raised Ceiling for Progress Payment Rates	The deviation has been determined by the SPE to be no longer necessary.
CD-2020-05, FAR and GSAR Class Deviation - Flexibilities for Signatures and Seals on Bonds	The deviation has been determined by the SPE to be no longer necessary.
CD-2020-10, with Supplement 1, FAR and GSAR Class Deviation - Eliminating Hard Copy Original Documents, Notarization and Seals for Certain Contract Requirements	The deviation has been determined by the SPE to be no longer necessary.
CD 2026-01, GSAM Class Deviation, Obligations in Advance of Funding Authority	The deviation has been determined by the SPE to be no longer necessary.
CD-2020-15, GSAR Class Deviation - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment for GSA's Lease Acquisitions and CSOs	The CD has been determined by the SPE to be no longer necessary because the requirements described in the CD have been superseded by updates made in the RFO. Specifically, the RFO moved NDAA Section 889 requirements from FAR part 4 to FAR part 40 and significantly updated them. The updated requirements in RFO FAR part 40 are controlling.
CD 2021-05, GSAR Class Deviation - Incremental Funding for Severable Service Contracts	The content has been adopted into RGO Wave 3.
CD-2022-01 with Supplement 1, FAR and GSAM Class Deviation - Requirements for Nonavailability Determinations Under Buy American Statutes	The content has been adopted into the RFO and GSA Acquisition Handbook (Wave 3).

MV-2023-02, with Supplements 1 & 2, Ensuring Only Approved Software is Acquired and Used at GSA	The AL, including its supplements, has been determined by the SPE to be no longer necessary because the requirements described in the AL have been replaced by new Administration requirements. Specifically, the basis for this policy was to implement requirements prescribed by OMB M-22-18. This OMB memorandum has been rescinded by OMB-26-05.
MV-2020-10, Workforce Guidance on FY2019 NDAA Section 889 “Part B”	The AL has been determined by the SPE to be no longer necessary because the requirements described in the AL have either expired (i.e., the waiver requirements expired in 8/13/22) or have been superseded by updates made in the RFO. Specifically, the RFO moved NDAA Section 889 requirements from FAR part 4 to FAR part 40 and significantly updated them. The updated requirements in RFO FAR part 40 are controlling.
PAP 2021-06, FAS Acquisition Oversight Reviews	Canceled in accordance with RGO-2026-01.

The [Acquisition Portal on InSite](#), maintained by OGP's Office of Acquisition Policy, houses all non-regulatory mandatory GSA acquisition policy. Any other service-level policy not yet canceled that is maintained on another site is discretionary. This excludes Federal Supply Schedule and Leasing policy which will be considered as part of Wave 4.



**U.S. General Services
Administration**

GSA Office of Governmentwide Policy

Acquisition Letter MV-2026-01
and GSA Class Deviation CD-2026-02
Supplement 1

Signed by:

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

SUBJECT: Supplement 1 - Streamlining and Canceling Acquisition Policies,
Procedures, Provisions, and Clauses and Rescinding or Issuing Class
Deviations to Implement Executive Order 14275, *Restoring Common
Sense to Federal Procurement*

1. Purpose.

- This Supplement cancels several acquisition policies as part of GSA's on-going efforts to implement [Executive Order \(E.O.\) 14275, Restoring Common Sense to Federal Procurement](#).
- The cancellations are a result of our ongoing comprehensive overhaul of GSA's acquisition supplement (Wave 2).

2. Background. E.O. 14275 mandates the most agile, effective, and efficient procurement system possible. In support of GSA's on-going efforts to implement the E.O., GSA has identified additional acquisition policies that can be canceled. The cancellation of these policies further promotes expedited and streamlined acquisitions. As GSA continues reviewing its acquisition regulations and policies, further streamlining is anticipated.

3. Effective Date. This Supplement is effective immediately.

4. Point of Contact. Questions regarding this Supplement may be directed to the GSA Acquisition Policy Division at GSARPolicy@gsa.gov.

5. Supplement 1, List of Canceled Policies

The following acquisition policies are canceled under Supplement 1 of Acquisition Letter MV-2026-01/ Class Deviation CD-2026-02 and added to Attachment A:

Acquisition Policy	Rational for Cancelation
CD-2020-06 - Public Interest Noncompetitive Congressional Notification	The deviation has been determined by the SPE to be no longer necessary.
MV-2023-07 - GSA Form 2689 Flexibilities	The GSA Acquisition Handbook updates sufficiently cover the AL.

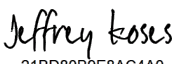


GSA Office of Governmentwide Policy

12/3/2025

Acquisition Letter MV-2026-01
and GSA Class Deviation CD-2026-02

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

Signed by:

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SUBJECT: Streamlining and Canceling Acquisition Policies, Procedures, Provisions, and Clauses and Rescinding or Issuing Class Deviations to Implement Executive Order 14275, *Restoring Common Sense to Federal Procurement*

1. **Purpose.** This Acquisition Letter (AL) streamlines and cancels or removes several acquisition policies, procedures, provisions, and clauses as well as rescinds several class deviations as one of several steps GSA is taking to implement [Executive Order \(E.O.\) 14275, Restoring Common Sense to Federal Procurement](#).

For easier reading, this AL also contains a class deviation (CD) making several conforming edits to the GSAM.

2. **Background.** E.O. 14275 mandates the most agile, effective, and efficient procurement system possible. In support of the E.O., GSA has identified multiple policies, procedures, provisions, clauses, and class deviations that can be streamlined, canceled, or rescinded. This further promotes expedited and streamlined acquisitions, specifically for those who use GSA's Federal Supply Schedule (FSS) program. As GSA continues reviewing regulations and policies, I anticipate further streamlining will follow.
3. **Effective Date.** This AL is effective immediately, subject to FAS implementation requirements described herein.
4. **Summary of changes.**
 - a. Multiple policies are canceled, specifically three ALs and seven Federal Acquisition Service (FAS) policies. See Attachment A of this AL for details.
 - b. Six class deviations are rescinded. See Attachment A of this AL for details.
 - c. Four FAS FSS provisions are removed; three FAS FSS clauses are revised; and several FAS FSS clauses and one provision that are currently essential to the FSS program are retained. See Attachment B of this AL for details.

Acquisition Letter MV-2026-01

- d. The General Services Administration Acquisition Manual (GSAM) is amended to revise procedures and clauses supporting the FSS program. These amendments are issued as a class deviation under the authority of GSAM 501.404. These amendments remain in effect until replaced, rescinded or incorporated into the GSAM. See Attachments C and D of this AL for details.

5. Point of Contact. Questions regarding this AL and CD may be directed to the GSA Acquisition Policy Division at GSARPolicy@gsa.gov. Questions regarding the FAS policies canceled and the implementation of this AL and CD may be directed to the FAS Office of Policy and Compliance at fasofficeofpolicyandcompliance@gsa.gov.

6. Attachments.

Attachment A - List of Canceled Policies and Rescinded Class Deviations

Attachment B - FAS FSS Provisions and Clauses

Attachment C - GSA Class Deviation - CD-2026-02

Attachment D - CD-2026-02 - Line-In/Line-Out GSAM Text

Attachment A of Acquisition Letter MV-2026-01

List of Canceled Policies and Rescinded Class Deviations

- I. **Scope.** As provided by Sections 4.a, 4.b, and 4.c of Acquisition Letter MV-2026-01, this Attachment identifies the-
- Acquisition Letters (AL) canceled (see Section II of this Attachment),
 - Class deviations rescinded (see Section III of this Attachment); and
 - Federal Acquisition Service (FAS) policies canceled (see Section IV of this Attachment).
- II. **Canceled ALs.** The following ALs are canceled:

Policy	Rationale for Cancellation
AL MV-23-01 - Retention of Certain Federal Acquisition Service (FAS) Federal Supply Schedule (FSS) Clauses and Provisions, including Supplement 1.	In order to promote efficiency and streamline guidance to the workforce, the substance of this AL, including its supplement, has been transferred to AL MV-2026-01, Attachment B, which identifies the FAS FSS clauses and the FAS FSS provision that may continue to be used in FSS solicitations and contracts.
AL MV-22-06 - Cyber-Supply Chain Risk Management (C-SCRM) Requirements for Leasing, including Supplement 1.	The AL and its supplement have been determined by the SPE to be no longer necessary because the requirements described in the AL have been superseded by updates made in the RFO. Specifically, the RFO moved C-SCRM requirements from FAR part 4 to FAR part 40 and significantly updated them. The updated requirements in RFO FAR part 40 are controlling.
AL MV-2024-01 - Guidance on Payment for Software Licenses Delivered via SaaS	The guidance described in this AL has been determined by the SPE to be no longer necessary.

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III. Rescinded class deviations. The following class deviations are rescinded:

Class Deviation	Rationale for Rescission
CD-2025-13 - GSAM Class Deviation, Revised Transactional Data Reporting (TDR) Requirements for the Federal Supply Schedule (FSS) Program	In order to update and consolidate guidance related to TDR requirements, the GSAM deviations described in CD-2025-13 have been adopted, as applicable, in this AL, along with additional GSAM deviations, specifically to 538.270-2 and 538.271. See Attachments C and D of this AL for details.
CD-2020-05 - FAR and GSAR Class Deviation - Flexibilities for Signatures and Seals on Bonds	This class deviation has been determined by the SPE to be no longer necessary because the requirements described in this CD have been superseded by updates made in the RFO. The updated requirements in RFO FAR part 28 are controlling.
CD-2020-10 - FAR and GSAR Class Deviation - Eliminating Hard Copy Original Documents, Notarization and Seals for Certain Contract Requirements, including Supplement 1	This class deviation, including its supplement, has been determined by the SPE to be no longer necessary because the requirements described in this CD have been superseded by updates made in the RFO. Refer to the RFO FAR parts 28, 32 and 52 for current requirements.
CD-2025-01 - FAR Class Deviation - AbilityOne Past Performance Evaluations	This class deviation has been determined by the SPE to be no longer necessary because the RFO has updated FAR part 42 to remove the exception for evaluating performance on AbilityOne contracts awarded under FAR subpart 8.7. Refer to the RFO part 42.11 for current requirements (note: the RFO moved contractor performance information requirements from FAR subpart 42.15 to subpart 42.11).

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CD-2025-04 - FAR Class Deviation - Revoked Executive Order 11246, Equal Employment Opportunity	This class deviation has been determined by the SPE to be no longer necessary because changes necessary to implement the Executive Order have been incorporated into the RFO updates to FAR parts 22 and 52.
CD-2025-05 - FAR Class Deviation - Revoked Executive Order 14057 for Federal Sustainability and Ending Procurement and Forced Use of Paper Straws, including Supplement 1	This class deviation, including its supplement, has been determined by the SPE to be no longer necessary because changes necessary to implement this Executive Order have been incorporated into the RFO updates.

- IV. The following FAS policies are cancelled, upon FAS implementing the changes described in Section 4.d of this AL:
- Procurement Information Bulletin (PIB) 04-6, June 22, 2004, *Achieving “Fair and Reasonable” Prices in MAS Negotiations #2, Combination of discounts and concessions*
 - PIB 04-8, Aug 20, 2004, *Achieving “Fair and Reasonable” Prices in MAS Negotiations #3, Length of the contract period; Warranties, training, and/or maintenance; and Ordering and delivery practices*
 - PIB 05-1, Jan 28, 2005, *Achieving “Fair and Reasonable” Prices in MAS Negotiations #4, Other relevant information: such as dealers, distributors, resellers, etc.*
 - Procurement Information Notice (PIN) 2011-08, Sep 29, 2011, *Negotiating Volume Discounts on Federal Supply Schedule (FSS) Contracts*
 - Policy and Procedure (PAP) 2016-11 (Revised), May 28, 2025, *Transactional Data Reporting - Federal Supply Schedule Program Implementation*
 - PAP 2020-02 (Revised), May 28, 2025, *Mandating the Use of Pre-Negotiation, Price Negotiation and Final Proposal Revision Templates for the FSS Program*
 - PAP 2021-05 (Revised), May 28, 2025, *Evaluation of FSS Program Pricing*

FAS Federal Supply Schedule (FSS) Provisions and Clauses

- I. Scope.** As provided by Section 4.c of Acquisition Letter (AL) MV-2026-01, this Attachment-
- Identifies the Federal Acquisition Service (FAS) FSS provision and clauses that may be used in the FSS solicitation and contracts (see Section IV of this Attachment);
 - Identifies the FAS FSS provisions that can no longer be used in the FSS solicitation (see Section V of this Attachment); and
 - Describes the changes to FAS FSS clauses being retained under this Acquisition Letter (see Section VI of this Attachment).
 - Provides the full-text version of the FAS FSS provision and clauses retained under this AL¹ (see Section VII of this Attachment)
- II. Applicability.** This Attachment applies to the GSA FSS solicitation and contracts. This Attachment does not apply to the VA FSS solicitation and contracts².
- III. Instruction.** The FAS may implement this Attachment in phases to the FSS solicitation and contracts. Until such time FAS has fully implemented this Attachment, FAS may continue to use-
- The FSS provisions identified in Section V of this Attachment in the FSS solicitation
 - The unchanged versions of the FSS FAS clauses identified in Section IV of this Attachment in the FSS solicitation and existing contracts.
- IV. Retained FAS FSS provision and clauses³.** The following FAS FSS provision and clauses may continue to be used in FSS solicitations and contracts. See Section VII of this Attachment for the full text version of the FAS FSS provision and clauses.

¹The dates for the retained FAS FSS provision and clauses have been revised to read "(DEC 2025)" to reflect the month/year this AL was approved. Unless otherwise described in Section VI of this Attachment no other changes were made. Additionally, references to the Federal Acquisition Regulation (FAR) refer to the FAR Revolutionary FAR Overhaul (RFO). Information about the FAR RFO is available at <https://www.acquisition.gov/far-overhaul>.

²GSA has delegated the operation and management of healthcare-related FSS to the U.S. Department of Veterans Affairs (VA).

³Though not covered by this AL, FAS FSS clause I-FSS-973 Payments by Non-Federal Ordering Activities, which is a clause identified in the AL MV-23-01, was deleted via GSAR Change 178 effective March 25, 2024.

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Title	Type (Clause or Provision)
C-FSS-370 Contractor Tasks / Special Requirements	Clause
G-FSS-900-C Contact for Contract Administration	Provision
I-FSS-40 Contractor Team Arrangements	Clause
I-FSS-106 Guaranteed Minimum	Clause
I-FSS-600 Contract Price Lists	Clause
I-FSS-639 Contract Sales Criteria	Clause
I-FSS-644 Products Offered and Sold by Vendors Other Than the Manufacturer	Clause
I-FSS-970 Transactional Fee and Sales Reporting	Clause

V. Discontinued FAS FSS provisions. The following FAS FSS provisions can no longer be used in FSS solicitations:

Title	Rationale
A-FSS-011 Consideration of Offers Under Standing Solicitation	This provision is no longer necessary because the substance of the provision is more appropriate for other parts of the solicitation such as in SCP-FSS-001 Instructions Applicable to All Offerors.
CP-FSS-002 Significant Changes	This provision is no longer needed because the SF-30 issued to amend the FSS solicitation describes the significant changes made by each amendment.
K-FSS-001 Authorized Negotiators	This provision is no longer necessary because the requirement for authorized negotiators is already covered in the solicitation at SCP-FSS-001 Instructions Applicable to All Offerors.

L-FSS-101 Final Proposal Revision	This provision is no longer necessary because the requirement described in this provision is being moved to SCP-FSS-001 Instructions Applicable to All Offerors.
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VI. Revision of FAS FSS clauses.

1. I-FSS-644, Products Offered and Sold by Vendors Other Than the Manufacturer, is being revised. The revision:
 - Removes the requirement for contractors to provide evidence of and maintain an uninterrupted source of supply throughout contract performance (i.e., the adequacy of a contractor's source(s) of supply to meet government requirements may be addressed as a matter of responsibility).
 - Makes other general edits.
2. I-FSS-600 Contract Price Lists, is being revised to make several technical changes to the clause. The revision:
 - Changes the text in paragraph (a)(4) as follows: FROM: “paragraph (b)(3)(ii)” TO: “paragraph (b)(3)”
 - Changes the text in paragraph (b)(3) 12.b as follows: FROM: “See Federal Acquisition Regulation (FAR) 8.405-3” TO: “See FAR subpart 8.4 (GSA Class Deviation RFO-2025-08)”
 - Changes the text in paragraph (b)(6) as follows: FROM: “GSA clause” TO: “GSAR clause”
3. I-FSS-40 Contractor Team Arrangements, is being revised to make the following technical change.
 - FROM: “GSAR clause 52.238-80” TO: “GSAR clause 552.238-80”

VII. Full Text version of retained FAS FSS provision and clauses.

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

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2025)

(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

Attachment B of Acquisition Letter MV-2026-01

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)

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

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2025)

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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)

3. I-FSS-40 Contractor Team Arrangements.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2025)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 552.238-80, 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)

4. I-FSS-106 Guaranteed Minimum.

I-FSS-106 GUARANTEED MINIMUM (DEC 2025)

(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)

5. I-FSS-600 Contract Price Lists.

I-FSS-600 CONTRACT PRICE LISTS (DEC 2025)

(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

Attachment B of Acquisition Letter MV-2026-01

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) 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 contract 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

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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).

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- 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 FAR subpart 8.4 (GSA Class Deviation RFO-2025-08).
 - 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 GSAR clause 552.212-4, Contract Terms and Conditions—Commercial

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Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

6. I-FSS-639 Contract Sales Criteria.

I-FSS-639 CONTRACT SALES CRITERIA (DEC 2025)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor's reported sales are not expected to exceed \$100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed \$125,000 each 60 month period thereafter.

(End of clause)

7. 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 2025)

(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 must not offer or sell products under this contract for which they do not have authorization.

(1) *Manufacturer Authorization Program*. For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor must be included in such a program to offer or 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.

(2) *Manufacturer Prohibitions*. The Contractor must not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from ordering or selling.

(c) *Discrepancies*. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization, or manufacturer prohibition, the Federal Supply Schedule 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.

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(End of clause)

8. I-FSS-970 Transactional Fee and Sales Reporting.

I-FSS-970 TRANSACTIONAL FEE AND SALES REPORTING (DEC 2025)

(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.

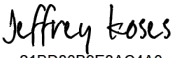
(End of clause)

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12/3/2025

GSA Class Deviation CD-2026-02

MEMORANDUM FOR FAS OFFICE OF POLICY AND COMPLIANCE

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

SUBJECT: Streamlining the GSAM to Implement Executive Order 14275, *Restoring Common Sense to Federal Procurement*

- 1. Purpose.** As provided by Section 4.d of Acquisition Letter (AL) MV-2026-01, this class deviation provides deviations from regulatory and non-regulatory language in the General Services Administration Acquisition Manual (GSAM). Attachment D of this AL provides the amendatory Line-In/Line-out text, both regulatory and non-regulatory, to the GSAM.

The GSAM amendments-

- Are based on GSAM Baseline: Change 199 effective 05/26/2025;
- Adopt for the most part changes described in CD-2025-13; and
- Further modify 538.270-2 and 538.271.

- 2. Authority.** This class deviation is issued by the SPE under the authority provided at GSAM 501.404.

- 3. Applicability.** This class deviation applies to the GSA Federal Supply Schedule (FSS) solicitation and contracts. This class deviation does not apply to the Department of Veterans Affairs (VA) FSS solicitations or contracts¹.

- 4. Instruction.** The Federal Acquisition Service (FAS) may implement these amendments in phases to the FSS solicitation and contracts. Until such time FAS has fully implemented these amendments, FAS may continue to use-
 - The GSAM policies and procedures removed by this deviation;
 - The GSAR clauses removed by this deviation in the FSS solicitation and existing contracts; and
 - The unamended versions of the GSAR clauses amended by this deviation in the FSS solicitation and existing contracts.

- 5. Description of amendments to the GSAM.** The following is a description of the amendments to the GSAM:

¹GSA has delegated the operation and management of healthcare-related FSS to the U.S. Department of Veterans Affairs (VA).

Attachment C of Acquisition Letter MV-2026-01

GSA Class Deviation CD-2026-02

- a. 501.670 is amended to remove the reference to Alternate I of clause 552.238-80 in paragraph (b) because Alternate I of this clause is being removed as a result of the amendments to this clause.
- b. 507.103(b)(4) is revised to remove the text “Alternate I” in reference to 552.238-80 because the Alternate of this clause no longer exists as a result of the amendments to this clause.
- c. 515.408 is removed in its entirety because it is tied to CSP requirements that will not be applicable when TDR is mandated across all FSS Categories/SINs. However, other parts of this section that are not specific to CSP may be moved to the FSS solicitation or captured in a future revision to the GSAM or future update to the FSS solicitation.
- d. 538.270-1 is removed and marked as “reserved” as it prescribes requirements that will not be applicable when TDR is mandated across all FSS Categories/SINs.
- e. 538.270-2 is revised in its entirety to reflect an updated price evaluation process that is conducted with access to TDR data. The revision directs contracting officers to use FAS resources and tools when determining a fair and reasonable price, and to use FAS templates and procedures when documenting that determination.
- f. 538.271 is removed and marked as “reserved” because the substance of this section is either already covered by the FAR or updated and incorporated in 538.270-2.
- g. 538.272 is removed and marked as “reserved” as it prescribes requirements that will not be applicable when TDR is mandated across all FSS Categories/SINs.
- h. 538.273(d) is amended to—
 - (i). Remove the prescriptions for the alternates for the following clauses at subparagraphs (4), (5), and (6) respectively —
552.238-80, Industrial Funding Fee and Sales Reporting;
552.238-81, Price Reductions; and
552.238-82, Modifications (Federal Supply Schedules).

These amendments reflect that a prescription is no longer needed to account for TDR as an “alternate” to CSP and PRC because TDR is becoming mandatory, resulting in removal of CSP and PRC requirements from the FSS program.

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GSA Class Deviation CD-2026-02

(ii). Add text to the prescription for 552.238-80 at subparagraph (4) to refer to 507.103(b)(4), which prescribes the process for adding additional TDR elements.

(iii). Revise the prescription for 552.238-117 at subparagraph (39). This revision retains the Government's rights related to a FSS contractor's contract pricing.

i. 552.2 is amended to—

(i). Revise 552.238-80 by substituting the substance of Alternate I in the basic clause, and removing the Alternate.

(ii). Revise in its entirety 552.238-81.

(iii). Remove Alternate I of 552.238-81 due to the revisions made to the clause. The substance of Alternate I has been incorporated into paragraph (a) and (b) of the revised 552.238-81.

(iv). Revise in its entirety 552.238-82.

(v). Remove Alternate I and II of 552.238-82 due to the revisions made to the clause. The substance of Alternate I has been incorporated into paragraph (e) of the revised 552.238-82. The substance of Alternate II has been incorporated into paragraph (b) of the revised 552.238-82.

These amendments reflect TDR becoming mandatory, resulting in removal of CSP and PRC requirements from the FSS program.

(vi). Revise 552.238-117 by replacing the text "538.273(d)(37)" with "538.273(d)(39)" to accurately reflect the location of the prescription for this clause.

CD-2026-02 Line-in/Line-Out GSAM Text

- I. **Scope.** As provided by Section 4.d and described in Section 5 of Attachment C of Acquisition Letter MV-2026-01, this Attachment provides the Line-In/Line-out text, both regulatory and non-regulatory, to the General Services Administration Acquisition Manual (GSAM).
- II. **GSAM Text - Line-In/Line-Out.** The following is the Line-In/Line-Out version of the GSAM reflecting the amendments described in Section 5 of Attachment C.

GSAM Baseline: Change 199 effective 05/26/2025

- Shaded text represents regulatory text
 - Unshaded text represents non-regulatory text
 - Additions to baseline made by this AL are indicated by **[bold text in brackets]**
 - Deletions to baseline made by this AL are indicated by ~~strike throughs~~
 - Five asterisks (*****) indicate that there are no revisions between the preceding part, subpart, or section, and following part, subpart, or section
 - Three asterisks (***) indicate that there are no revisions between the material shown within a section or subsection
 - References to the Federal Acquisition Regulation (FAR) refer to the Revolutionary FAR Overhaul (RFO). Information about the RFO is available at <https://www.acquisition.gov/far-overhaul>
-

PART 501 - GENERAL SERVICES ADMINISTRATION ACQUISITION REGULATION SYSTEM

Subpart 501.6 - Career Development, Contracting Authority, and Responsibilities

501.670 Category Managers.

(a) ***

(b) Transactional data. Category managers should use transactional data collected via clauses 552.216-75 and 552.238-80-~~Alternate 1~~ in conjunction with commercial market benchmarks to identify potential areas for improvement in contracting methods, pricing, and terms or conditions.

PART 507 - ACQUISITION PLANNING

Attachment D of Acquisition Letter MV-2026-01

Subpart 507.1 - Acquisition Plans

* * * * *

507.103 Agency-head responsibilities.

* * *

(b) * * *

(4) Acquisitions requiring additional transactional data reporting elements to those listed in subparagraph (b)(2) of clauses 552.216-75 and 552.238-80 ~~Alternate I-~~
* * *

* * * * *

PART 515 - CONTRACTING BY NEGOTIATION

* * * * *

Subpart 515.4 - Contract Pricing

* * * * *

~~515.408 Solicitation provisions and contract clauses.~~

~~MAS Requests for Information Other Than Cost or Pricing Data~~

~~(a) Use Alternate IV of the FAR provision at 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, for MAS solicitations to provide the format for submission of information other than cost or pricing data for MAS solicitations. To provide uniformity in requests under the MAS program, insert the following in paragraph (b) of the provision:~~

~~(1) Commercial sales practices. When the solicitation contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting, the Offeror must submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4-2 of the GSA Acquisition Regulation (48 CFR 515.4-2), or submit information in the Offeror's own format.~~

~~(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.~~

~~(3) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend~~

Attachment D of Acquisition Letter MV-2026-01

~~to Offeror's cost or profit information of other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.~~

~~(b) When the contract contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting, insert the following format for commercial sales practices in the exhibits or attachments section of the solicitation and resulting contract (see FAR 12.303).~~

~~Commercial Sales Practices Format~~

~~Name of Offeror _____ SIN(s) _____~~

~~Note: 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 beginning 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):~~

~~(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 _____~~

~~(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, 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.~~

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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, 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.

{End of format}

(c) When the contract contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting, include the instructions for completing the commercial sales practices format in Figure 515.4-2 in solicitations issued under the MAS program. Offerors are not required to complete the commercial sales practices disclosure for order-level materials (See subpart 538.72).

Figure 515.4—Instructions for Commercial Sales Practices Format

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If you responded “yes” to question (3), on the Commercial Sales Practices Format in paragraph (b) of this section, 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 customers categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reductions clause at 552.238-81. 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

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

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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 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 552.12-70, 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 Practices 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)

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~~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.~~

~~(End of figure)~~

~~(d) Use Alternate IV of FAR 52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications, to provide for submission of information other than cost or pricing data for MAS contracts. To provide for uniformity in requests under the MAS program, insert the following in paragraph (b) of the clause:~~

~~(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule):~~

~~(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable:~~

~~(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, record, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extent to Contractor's cost or profit information or other data related solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.~~

* * * * *

PART 538 - FEDERAL SUPPLY SCHEDULE CONTRACTING

* * * * *

Subpart 538.2 - Establishing and Administering Federal Supply Schedules

* * * * *

538.270 Solicitation, evaluation, and award of Federal Supply Schedule (FSS) contracts.

* * * * *

538.270-1 **[Reserved]** Evaluation of offers without access to transactional data.

~~(a) Applicability. Utilize this evaluation methodology for negotiating MAS offers when the commercial sales practices format is included in the solicitation (see 515.408):~~

~~(b) When offerors have commercial catalogs, negotiate concessions from established catalogs, including price and non-price terms and conditions.~~

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~~(c) The Government will seek to obtain the offeror's best price (the best price given to the most favored customer). However, the Government recognizes that the terms and conditions of commercial sales vary and there may be legitimate reasons why the best price is not achieved.~~

~~(d) Establish negotiation objectives based on a review of relevant data and determine price reasonableness.~~

~~(e) When establishing negotiation objectives and determining price reasonableness, compare the terms and conditions of the MAS solicitation with the terms and conditions of agreements with the offeror's commercial customers. When determining the Government's price negotiation objectives, consider the following factors:~~

- ~~(1) Aggregate volume of anticipated purchases.~~
- ~~(2) The purchase of a minimum quantity or a pattern of historic purchases.~~
- ~~(3) Prices taking into consideration any combination of discounts and concessions offered to commercial customers.~~
- ~~(4) Length of the contract period.~~
- ~~(5) Warranties, training, and/or maintenance included in the purchase price or provided at additional cost to the product prices~~
- ~~(6) Ordering and delivery practices.~~

~~(7) Any other relevant information, including differences between the MAS solicitation and commercial terms and conditions that may warrant differentials between the offer and the discounts offered to the most favored commercial customer(s). For example, an offeror may incur more expense selling to the Government than to the customer who receives the offeror's best price, or the customer (e.g., dealer, distributor, original equipment manufacturer, other reseller) who receives the best price may perform certain value-added functions for the offeror that the Government does not perform. In such cases, some reduction in the discount given to the Government may be appropriate. If the best price is not offered to the Government, you should ask the offeror to identify and explain the reason for any differences. Do not require offerors to provide detailed cost breakdowns.~~

~~(f) You may award a contract containing pricing which is less favorable than the best price the offeror extends to any commercial customer for similar purchases if you make a determination that both of the following conditions exist:~~

- ~~(1) The prices offered to the Government are fair and reasonable, even though comparable discounts were not negotiated.~~
- ~~(2) Award is otherwise in the best interest of the Government.~~

~~(g) State clearly in the award document the price/discount relationship between the Government and the identified commercial customer (or category of customers) upon which the award is based.~~

538.270-2 Evaluation of offers with access to transactional data.[Evaluation of offers.]

~~(a) Applicability. Utilize this evaluation methodology for negotiating MAS offers when the commercial sales practices format is not included in the solicitation (see 515.408).~~

~~(b) Contracting Officers shall utilize the techniques in FAR 15.404 when evaluating pricing for MAS offers.~~

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~~(c) Order of preference. When evaluating MAS offers and establishing negotiation objectives, Contracting Officers shall—~~

~~(1) Use the following data that is already readily available in accordance with FAR 15.404-1(b)(2)(ii):~~

- ~~(i) Prices paid information on contracts for the same or similar items.~~
- ~~(ii) Contract level prices on other MAS contracts or other government wide contracts for the same or similar items.~~
- ~~(iii) Commercial data sources that consolidate and normalize prices offered by commercial vendors to the general public to compare prices for the same or similar items.~~

~~(2) If the Contracting Officer cannot determine the prices offered to be fair and reasonable based on the data described in 538.270-2(c)(1), perform market research to compare prices for the same or similar items in accordance with FAR 15.404-1(b)(2)(vi).~~

~~(3) If the Contracting Officer cannot determine the prices offered to be fair and reasonable based on the data described in 538.270-2(c)(1) or (2), perform an analysis of data other than certified cost or pricing data (as defined at FAR 2.101) provided by the offeror in accordance with FAR 15.404-1(b)(2)(vii).~~

[In determining a fair and reasonable price, contracting officers are responsible for-

(a) Using the designated pricing resources and tools identified in the [FAS Acquisition Policy Library](#) (or successor location) as the first source of information for evaluating pricing. Contracting officers have wide latitude to exercise business judgment when making fair and reasonable price determinations and may rely on designated resources and tools when sufficient information is available. If the information provided by these resources and tools is insufficient, follow the order of preference in FAR 15.403-1(a).

(b) Documenting the determination of fair and reasonable pricing using the templates and procedures identified in the FAS Acquisition Policy Library Template page (<https://buy.gsa.gov/fas-policy/opc-templates> or successor location).]

* * * * *

538.271 FSS contract awards.[Reserved]

~~(a) FSS awards will be for commercial products and commercial services.~~

~~(b) Before awarding any FSS contract, determine that the offered prices are fair and reasonable (see FAR subpart 15.4 and 538.270). Document the negotiation and your determination using FAR 15.406-3 as guidance.~~

538.272 [Reserved]MAS price reductions:

~~(a) Applicability. This section applies when the contract contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting.~~

~~(b) The basic clause and Alternate I of 552.238-81, Price Reductions, requires the contractor to maintain during the contract period the negotiated price/discount relationship (and/or term and condition relationship) between the eligible ordering~~

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~~activities and the offeror's customer or category of customers on which the contract award was predicated (see 538.271). If a change occurs in the contractor's commercial pricing or discount arrangement applicable to the identified commercial customer (or category of customers) that results in a less advantageous relationship between the eligible ordering activities and this customer or category of customers, the change constitutes a "price reduction."~~

~~(c) Ensure that the contractor understands the requirements of section 552.238-81 and agrees to report all price reductions to the Contracting Officer as provided for in the clause.~~

538.273 FSS solicitation provisions and contract clauses.

The following clauses and provisions apply to FSS solicitations and contracts, unless otherwise excepted (see 538.001) or as otherwise stated below. For example, if only used in solicitations, the prescription will clearly state this. If the language does not specify "solicitations" then the clause applies to both FSS solicitations and contracts.

* * *

(d) Insert the following clauses in FSS solicitations and contracts as an addendum to FAR Clause 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services:

* * *

(4) 552.238-80, Industrial Funding Fee and Sales Reporting. ~~Use Alternate I for FSS with Transactional Data Reporting requirements. Clause 552.238-81 Alternate I should also be used when vendors agree to include clause 552.238-80 Alternate I in the contract. [See 507.103(b)(4) for the process to add additional transactional data reporting elements to those listed in the clause.]~~

(5) 552.238-81, Price Reductions. ~~Use Alternate I for FSS with Transactional Data Reporting requirements. This alternate clause is used when vendors agree to include clause 552.238-80 Alternate I in the contract.~~

(6) 552.238-82, Modifications (Federal Supply Schedules).

(i) ~~Use Alternate I for FSS that only accept eMod.~~

(ii) ~~Use Alternate II for FSS with Transactional Data Reporting requirements.~~

~~This alternate clause is used when vendors agree to include clause 552.238-80 Alternate I in the contract.~~

* * *

(39) 552.238-117, Price Adjustment—Failure to Provide Accurate Information. ~~Use only in FSS solicitations and contracts under the MAS program. This clause is used when the contract contains the basic clause 552.238-80 Industrial Funding Fee and Sales Reporting.~~

(40) * * *

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PART 552 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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Subpart 552.2 - Text of Provisions and Clauses

* * * * *

552.238-80 Industrial Funding Fee and Sales Reporting.

As prescribed in 538.273(d)(4) insert the following clause:

~~INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)~~

~~(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:~~

~~(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include—~~

- ~~(i) Receipt of order;~~
- ~~(ii) Shipment or delivery, as applicable;~~
- ~~(iii) Issuance of an invoice; or~~
- ~~(iv) Payment.~~

~~(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.~~

~~(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.~~

~~(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.~~

~~(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S.~~

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~~Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.~~

~~(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.~~

~~(1) The Contractor shall remit the IFF to FAS 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 IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at <https://srp.fas.gsa.gov/> or successor website as appropriate.~~

~~(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.~~

~~(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.~~

(End of clause)

~~Alternate I (May 2023). As prescribed in 538.273 (d)(4), substitute the following paragraphs (a), (b), (c), and (d) for paragraphs (a), (b), (c), and (d) of the basic clause:~~

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

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

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

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

- ~~(i) Contract or Blanket Purchase Agreement (BPA) Number.~~
- ~~(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).~~
- ~~(iii) Non-Federal Entity.~~
- ~~(iv) Description of Deliverable.~~
- ~~(v) Manufacturer Name.~~
- ~~(vi) Manufacturer Part Number.~~
- ~~(vii) Unit Measure (each, hour, case, lot).~~
- ~~(viii) Quantity of Item Sold.~~
- ~~(ix) Universal Product Code.~~
- ~~(x) Price Paid per Unit.~~
- ~~(xi) Total Price.~~

~~Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(b)(3).~~

~~(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.~~

~~(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.~~

~~(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).~~

~~(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.~~

~~(7) Reporting Points:~~

- ~~(i) The acceptable points at which transactional data may be reported include-~~
 - ~~(A) Issuance of an invoice; or~~
 - ~~(B) Receipt of payment.~~

~~(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.~~

~~(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.~~

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~~(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.~~

~~(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.~~

~~(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.~~

~~(c) Industrial Funding Fee (IFF):~~

~~(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.~~

~~(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.~~

~~(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.~~

~~(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.~~

~~(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.~~

~~(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.~~

[Industrial Funding Fee and Sales Reporting (DEC 2025)(GSAR DEVIATION)

(a) Definition. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

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

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

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

- (i) Contract or Blanket Purchase Agreement (BPA) Number.**
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).**
- (iii) Non Federal Entity.**
- (iv) Description of Deliverable.**
- (v) Manufacturer Name.**
- (vi) Manufacturer Part Number.**
- (vii) Unit of Measure.**
- (viii) Quantity of Item Sold.**
- (ix) Universal Product Code.**
- (x) Price Paid Per Unit.**
- (xi) Total Price.**
- (xii) Special Item Number (SIN).**
- (xiii) Agency Name (for OS4 SINs only).**
- (xiv) Tier 3 Agency Name (for OS4 SINs only).**

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

- (i) Order Date.**
- (ii) Ship Date.**
- (iii) Zip Code Shipped To.**
- (iv) Federal Customer - Treasury Agency Code.**

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price) in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

- (A) Issuance of an invoice; or**

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other ~~or~~ information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions, reporting procedures, and transactional data elements (including adding data elements to the elements in paragraphs (b)(2) and (b)(3) pursuant to 507.103(b)(4) or other applicable authority), following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee.* (1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(6) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the

IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of clause)]

552.238-81 Price Reductions.

As prescribed in 538.273(d)(5), insert the following clause:

PRICE REDUCTIONS (MAY 2019)

~~(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.~~

~~(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.~~

~~(c)(1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor~~

~~(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;~~

~~(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or~~

~~(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.~~

~~(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).~~

~~(d) There shall be no price reduction for sales—~~

~~(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;~~

~~(2) To Federal agencies;~~

~~(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or~~

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~~(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.~~

~~(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.~~

~~(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.~~

~~(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.~~

~~(End of clause)~~

~~Alternate I (Apr 2014). As prescribed in 538.273 (d)(5), substitute the following paragraphs (a) and (b) for paragraphs (a), (b), (c), (d), (e), (f) and (g) of the basic clause:~~

~~(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.~~

~~(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.~~

[PRICE REDUCTIONS (DEC 2025)(GSAR DEVIATION)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

(End of clause)]

552.238-82 Modifications (Federal Supply Schedules).

As prescribed in 538.273(d)(6), insert the following clause:

~~MODIFICATIONS (FEDERAL SUPPLY SCHEDULES) (JAN 2022)~~

~~(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).~~

~~(b) Types of modifications — (1) Additional items/additional SINs. When requesting additions, the following information must be submitted:~~

~~(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.~~

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~~(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.~~

~~(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.~~

~~(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.~~

~~(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.~~

~~(vi) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.~~

~~(vii) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.~~

~~(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.~~

~~(3) Price reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.~~

~~(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.~~

~~(d) Electronic file updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.~~

(End of clause)

~~Alternate I (Mar 2020). As prescribed in 538.273 (d)(6)(i), add the following paragraph (e) to the basic clause:~~

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~~(e) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.~~

Alternate II (May 2019). As prescribed in 538.273 (d)(6)(ii), substitute the following paragraph (b) for paragraph (b) of the basic clause:

~~(b) Types of Modifications.~~

~~(1) Additional items/additional SINs. When requesting additions, the Contractor must submit the following information:~~

~~(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.~~

~~(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.~~

~~(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.~~

~~(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.~~

~~(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products or Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.~~

~~(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.~~

[MODIFICATIONS (FEDERAL SUPPLY SCHEDULES) (DEC 2025)(GSAR DEVIATION)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SINs. When requesting additions, the Contractor must submit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR clause 52.215-6.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR clause 52.223-3.

(v) Any information that may be necessary to assure compliance with FAR clause 52.225-1.

(2) *Deletions.* The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification.

(d) *Electronic file updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval.

(e) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

(End of clause)

* * * * *

552.238-117 Price Adjustment—Failure to Provide Accurate Information.

As prescribed in 538.273(d)(37)[(39)], insert the following clause:

* * * * *