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| --- | --- | --- |
| **AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** | 1. CONTRACT ID CODE      | PAGES OF PAGES |
| 1 | 22 |
| 2. AMENDMENT/MODIFICATION NO. **Mass Modification 0005** | 3. EFFECTIVE DATE      | 4. REQUISITION/PURCHASE REQ. NO.      | 5. PROJECT NO. *(If applicable)* |
| 6. ISSUED BY:  | CODE: | 003B6B | 7. ADMINISTERED BY *(If other than Item 6)*  | CODE: | 003B6B |
|  Department of Veterans Affairs National Acquisition Center P.O. Box 76, Bldg. 37 Hines, IL 60141 | Department of Veterans Affairs National Acquisition Center P.O. Box 76, Bldg. 37 Hines, IL 60141 |
| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*       | (X)   | 9A. AMENDMENT OF SOLICITATION NUMBER      |
|
| 9B. DATED *(SEE ITEM 11)*      |
|
| X | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER      |
| 10B. DATED *(SEE ITEM 13)*      |
| CODE | FACILITY CODE |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS |
| [ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ]  is extended [ ]  is not extended.Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:(a) By completing Items 8 and 15, and returning     copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |
| 12. ACCOUNTING AND APPROPRIATION DATA *(If required)*      |
| **13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.****IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.** |
| (x)  | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.      |
|   | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office,* *appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:52.212-4(c) Contract Terms and Conditions - Commercial Items (Changes) |
|   | D. OTHER *(Specify type of modification and authority)*      |
| E. **IMPORTANT**: Contractor [ ]  is not, [x]  is required to sign this document and return  1 copies to the issuing office. |

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| --- |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)***Updates to Option Periods, FAR/GSAR Clauses & Provisions, and Statement of Work**This modification is issued to incorporate the following changes into the above-referenced contract pursuant to Amendment 0011 issued under 66 III solicitation number 797-FSS-03-0001-R1.Item 1) Remove AS1508 and add I-FSS-163.Item 2) Add FAR 52.204-25Item 3) Add, delete, and revise various GSAR clauses and provisions identified in the table beginning on page 4.Item 4) Revise the Statement of Work regarding testing analyzer capabilities at I.A.2. and I.B.Please see continuation page 2 for an explanation of the above items, followed by the full text of all added and revised regulations. |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. |

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| --- | --- |
| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*      |
| 15B. CONTRACTOR/OFFEROR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Signature of Contracting Officer)* | 16C. DATE SIGNED |
| EXCEPTION TO SF 30  | STANDARD FORM 30 (REV. 11/2016)  |
| APPROVED BY OIRM 11-84  | Prescribed by GSA FAR (48 CFR) 53.243 |

 **SUMMARY OF CHANGES:**

**ITEM 1)** Remove AS1508 and add I-FSS-163 Option to Extend the Term of the Contract (Evergreen) (Apr 2000) to increase the total potential contract performance period from 10 to 20 years (i.e. the base, 5-year period plus three, 5-year option periods).

**ITEM 2)** 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

**ITEM 3)** Add, Remove, and Revise GSAR clauses and provisions pursuant to GSAR Change 100 (see summary table and text of regulations beginning on continuation pg. 4).

**ITEM 4)** Revise the Statement of Work (previously revised via Amendment 00009) regarding testing analyzer capabilities in the Equipment Capabilities - General Requirements section at I.A.2. and in the Equipment Capabilities - Specific Requirements section at I.B.

**ITEM 1**

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

(a) The Government may require continued performance of this contract for an additional 5-year period when it is determined that exercising the option is advantageous to the Government considering price and other factors. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

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

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

**ITEM 2**

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this clause—

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c*) Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1)of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i)of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**ITEM 3**

| **NEW REGULATION** | **OLD REGULATION** |
| --- | --- |
| **552.212-71** Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (May 2019) | **552.212-71** Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (June 2016)  |
| **552.212-72** Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (May 2019) |  **552.212-72** Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (June 2015) |
| ***REMOVED*** |  **552.232-79** Payment by Credit Card (May 2003) |
| **552.238-73** Identification of Electronic Office Equipment Providing Accessibility for the Handicapped (May 2019) | **552.238-70** Identification of Electronic Office Equipment Providing Accessibility for the Handicapped (No date listed previously) |
| **552.238-77** Submission and Distribution of Authorized FSS Schedule Pricelists (May 2019, Tailored) | ***ADDED*** |
| **552.238-78** Identification of Products that Have Environmental Attributes (May 2019) | **552.238-72** Identification of Products that Have Environmental Attributes (No date listed previously)  |
| **552.238-79** Cancellation (May 2019)  | **552.238-73** Cancellation (Sep 1999)  |
| **552.238-80** Industrial Funding Fee and Sales Reporting (May 2019, Tailored, Note - Jan 2016) | **552.238-74** Industrial Funding Fee and Sales Reporting (Jan 2016, Tailored)  |
| **552.238-81** Price Reductions (May 2019) | **552.238-75** Price Reductions (July 2016)  |
| **552.238-82** Modifications (Federal Supply Schedule) (May 2019, Alternate I – May 2019, Tailored) | **552.238-81** Modification (Federal Supply Schedule) (April 2014, Alternate I – April 2014, Tailored) |
| **552.238-84** Discounts for Prompt Payment (May 2019)  | ***ADDED*** |
| **552.238-85** Contractor's Billing Responsibilities (May 2019)  |  **552.232-83** Contractor's Billing Responsibilities (May 2003) |
| **552.238-86** Delivery Schedule (May 2019, Tailored)  |  **552.211-78** Commercial Delivery Schedule (Multiple Award Schedule) (Feb 1996, Tailored) |
| **552.238-87** Delivery Prices (May 2019) | **F-FSS-202-G** Delivery Prices (Jan 1994) |
| **552.238-88** GSA Advantage! (May 2019)  | **I-FSS-597** GSA Advantage! (Sep 2000) |
| **552.238-90** Characteristics of Electric Current (May 2019)  | **C-FSS-412** Characteristics of Electric Current (May 2000) |
| **552.238-91** Marking and Documentation Requirements for Shipping (May 2019)  | **D-FSS-471** Marking and Documentation Requirements per Shipment (Apr 1984) |
| **552.238-94** Urgent Requirements (May 2019) | **I-FSS-140-B** Urgent Requirements (Jan 1994) |
| **552.238-97** Parts and Service (May 2019)  | **I-FSS-594** Parts and Service (Oct 1988) |
| **552.238-98** Clauses for Overseas Coverage (May 2019)  | **I-FSS-108** Clauses for Overseas Coverage (May 2000) |
| **552.238-100** Transshipments (May 2019) | **D-FSS-477** Transshipments (Apr 1984) |
| **552.238-101** Foreign Taxes and Duties (May 2019)  | **I-FSS-314** Foreign Taxes and Duties (Dec 1990) |
| **552.238-103** Electronic Commerce (May 2019)  | **I-FSS-599** Electronic Commerce - FACNET (Sep 2006, Tailored) |
| **552.238-104** Dissemination of Information by Contractor (May 2019)  | **I-FSS-680** Dissemination of Information by Contractor (Apr 1984) |
| **552.238-105** Deliveries Beyond the Contractual Period - Placing of Orders (May 2019)  | **G-FSS-910** Deliveries Beyond the Contractual Period - Placing of Orders (Oct 1988) |
| **552.238-106** Interpretation of Contract Requirements (May 2019) | **I-FSS-965** Interpretation of Contract Requirements (Apr 1984) |
| **552.238-113** Scope of Contract (Eligible Ordering Activities) (May 2019, Tailored) | **552.238-78** Scope of Contract (Eligible Ordering Activities) (Jul 2016, Tailored) |
| **552.238-114** Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019)  | **552.238-79** Use of Federal Supply Schedule Contracts by Non-Federal Entities (Jul 2016) |

**ADDED REGULATIONS**

**552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE (FSS) PRICE LISTS (MAY 2019) (TAILORED)**

(a)  The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(b)  The Contractor shall provide to the VA Contracting Officer the Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(c)  During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request.

**552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)**

 (a)  Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

 (b)  Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

 (c)  Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

 (d)  Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

 (e)  Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

 (f)  In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

**REVISED REGULATIONS**

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)**

(a)  The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b)   *Clauses*.

552.203-71 Restriction on Advertising (Sep 1999)

552.211-73 Marking (Feb 1996)

552.215-72 Price Adjustment-Failure to Provide Accurate Information (Aug 1997)

552.232-23 Assignment of Claims (Sep 1999)

552.211-73 Marking (Feb 1996)

552.215-72 Price Adjustment-Failure to Provide Accurate Information (Aug 1997)

552.232-23 Assignment of Claims (Sep 1999)

**552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (May 2019)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The contracting officer may add the date of the provision or clause if desired for clarity.]

(a) *Provisions.*

(b) *Clauses.*

552.223-70 Hazardous Substances

552.223-71 Nonconforming Hazardous Material

552.223-73 Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments

552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped

552.238-78 Identification of Products that have Environmental Attributes

**552.238-73 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped (May 2019)**

(a) *Definitions*.

“Electronic office equipment accessibility” means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (*i.e.*, handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

“Handicapped individuals” mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

“Special peripheral” means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b)  The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

**552.238-78 Identification of Products that Have Environmental Attributes (May 2019)**

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (*e.g.*, publications and electronic formats).

(b) Definitions. As used in this clause—

“Energy-efficient product” means a product that–.

 (1)  Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

 (2)  Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means–

(1)  Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2)  The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c)  *Identification Requirements*.

(1)  The offeror must identify products that—

(i)  Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

 (ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii)  Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/femp/procurement/>);

(iv)  Are water-efficient

(v)  Use renewable energy technology;

(vi)  Are remanufactured; and

(vii)  Have other environmental attributes.

(2)  These identifications must be made in each of the offeror's following mediums:

 (i)  The offer itself.

 (ii) Printed commercial catalogs, brochures, and pricelists.

 (iii)  Online product website.

 (iv)  Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1)  Participation in a Federal agency sponsored program (*e.g.*, the EPA and DOE ENERGY STAR® product labeling program);

(2)  Verification by an independent organization that specializes in certifying such claims; or

(3)  Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

**552.238-79 CANCELLATION (MAY 2019)**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

**552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2019) (TAILORED, NOTES – JAN 2016)**

(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 FSS within 60 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 Veterans Affairs (VA) Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the VA Sales Reporting System. 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. 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 VA's FSS.

(1)  The Contractor shall remit the IFF to FSS in U.S. dollars within 60 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 VA's FSS. VA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program. FSS 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 FSS 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. FSS will post notice of the current IFF at <https://72a.gsa.gov/> or successor website as appropriate.

(c)  Within 60 days of award, an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS 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 60 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 52.212-4(i)(6). 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.

***NOTE:*** *The IFF fee for this schedule equals* ***0.5% (one half of one percent)*** *of the total quarterly sales reported. Remittance should be calculated using the following method: The awarded Schedule sales price times the IFF percentage.*

***Example:*** *Total sales for the quarter is $1,000,000 and the IFF is 0.5%*

 *($1,000,000 \* 0.005) = $5,000 (IFF due)*

**552.238-81 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](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V) when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V) is the agreed upon customer or category of customer that is the basis of award); or

(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.

**552.238-82 ModificationS (Federal Supply Schedule) (May 2019) (Alternate I – MAY 2019) (TAILORED)**

(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.

(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 Items, that may be necessary to assure compliance with FAR 52.225-5, Trade Agreements.

 (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](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#i1874127). If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit 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. ***NOTE: This also applies to temporary price reductions.***

(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](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#i1874127).

(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](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#i1874127).

(e)  *Amendments to paper Federal Supply Schedule Price Lists*.

(1)  The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i)  Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii)  Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February-April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2)  At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

 (f) Electronic submission of modification requests is mandatory.

***NOTE: The effective dates for approved modifications will be determined on the following basis:***

1. ***If the Contracting Officer approves the modification request between the 11th and the 25th of the month, the effective date will be the 1st of the following month.***
2. ***If the Contracting Officer approves the modification request between the 26th of the current month and the 10th of the following month, the effective date will be the 15th of the following month.***

**552.238-85 CONTRACTOR’S BILLING RESPONSIBILITIES (MAY 2019)**

(a)  The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1)  Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i)  The date of sale;

(ii)  The ordering activity to which the sale was made;

(iii)  The service or supply/model sold;

(iv)  The quantity of each service or supply/model sold;

 (v)  The price at which it was sold, including discounts; and

 (vi)  All other significant sales data.

(3)  Be subject to audit by the Government, with respect to sales made under the contract; and (4)  Place orders and accept payments in the name of the Contractor in care of the dealer.

(b)  An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

**552.238-86 DELIVERY SCHEDULE (MAY 2019) (TAILORED)**

***NOTE: For the purposes of this solicitation, this clause refers to the delivery of supplies, consumables and shipping items necessary for the performance of tests. Delivery times for test results are to be identified in the next section, Turn Around Time Proposal (TAT).***

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

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM OR GROUP OF ITEMS(SPECIAL Item Numbers or Nomenclature)** | **Government’s Stated DeliveryTime (Days ARO)** | **Offeror’s Normal Commercial Delivery Time** | **Proposed Delivery Time to the Government** |
| ALL SINs | 90 days |       |       |

(b)  *Expedited delivery times.* For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested. . ***Note: Indicate “None Offered” in the section below if expedited delivery is not being offered.***

|  |  |  |
| --- | --- | --- |
| **ITEM OR GROUP OF ITEMS(SPECIAL Item No. of nomenclature)** | **Offeror’s Commercial Expedited Delivery Time(Hours/Days ARO)** | **Proposed Government Expedited Delivery Time (Hours/Days ARO)** |
|       |       |       |
|       |       |       |

***Note: If offering expedited delivery to your commercial customers or to the Government, indicate the terms (e.g. “no charge”, “All charges”, “Responsible for difference between normal and expedited delivery”, “Flat additional fee of $15”, etc.):***

***Commercial Terms:***

***Proposed Government Terms:***

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

***Note: If offering overnight or 2-day delivery to your commercial customers and/or to the Government, indicate overnight and/or 2-day delivery as well as the terms (e.g. “No charge for overnight delivery”, “Responsible for all overnight delivery charges”, “Responsible for difference between normal and overnight delivery”, “Flat additional fee of $15 for overnight delivery”, etc.). If not offered, please indicate “not offered” below.***

***Commercial Terms:***

***Proposed Government Terms:***

**552.238-87 DELIVERY PRICES (MAY 2019) (TAILORED)**

(a)  Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1)  Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2)  Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3)  Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b)  The Offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

|  |  |  |
| --- | --- | --- |
|  | **Commercial Terms****(Yes) (No)** | **Proposed Government Terms****(Yes) (No)** |
| Alaska | ***[ ]*** ***[ ]***  | ***[ ]  [ ]***  |
| Hawaii | ***[ ]  [ ]***  | ***[ ]  [ ]***  |
| Puerto Rico | ***[ ]  [ ]***  | ***[ ]  [ ]***  |

(c)  When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2)  The right is reserved to ordering agencies to furnish Government bills of lading.

**552.238-88 GSA ADVANTAGE!® (MAY 2019)**

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause [552.238-103](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195GEJ040NT), Electronic Commerce.

(b) The Contractor shall refer to contract clauses [552.238-77](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#i1874019), Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and [552.238-82](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id552.238-82), Modifications (which addresses electronic file updates).

**552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019) *Note: This clause applies to overseas delivery only.***

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

**552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019) *Note: This clause applies to overseas delivery only.***

(a)  Responsibility. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b)  Documentation. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c)  Direct shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1)  Traffic Management or Transportation Officer at FINAL destination.

(2)  Ordering Supply Account Number.

(3)  Account number.

(4)  Delivery Order or Purchase Order Number.

(5)  National Stock Number, if applicable; or Contractor's item number.

(6)  Box \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_ Boxes.

(7)  Nomenclature (brief description of items).

**552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**552.238-97 PARTS AND SERVICE (MAY 2019) *Note: This clause applies to overseas delivery only.***

(a)  For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b)  Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c)  Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

**552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019) *Note: This clause applies to overseas delivery only.***

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) [552.238-90](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195DCE006D1) Characteristics of Electric Current

(d) [552.238-91](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195DD0005FR) Marking and Documentation Requirements Per Shipment

(e) [552.238-97](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195FF0HJ0KX) Parts and Service

(f) [552.238-99](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195GB200L57) Delivery Prices Overseas

(g) [552.238-100](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195GBD0N096) Transshipments

(h) [552.238-101](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195GDH0031W) Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

**552.238-100 TRANSSHIPMENTS (MAY 2019) *Note: This clause applies to overseas delivery only.***

(a)  The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1)  Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2)  These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b)  In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c)  Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d)  Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e)  Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

**552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019) *Note: This clause applies to overseas delivery only.***

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a)  The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b)  Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

**552.238-103 Electronic Commerce (May 2019)**

(a)  *General background.* The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b)  *Trading partners and Value-Added Networks (VAN's)*.

(1)  Within the electronic commerce architecture, electronic documents (*e.g.*, orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2)  EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c)  *Registration instructions.* To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) [http://www.sam.gov](http://www.sam.gov/). Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d)  *Implementation conventions.* All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.nist.gov/itl>. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e)  *Additional information.* GSA has additional information available for Contractors who are interested in using EC/EDI on its website, [http://www.gsa.gov](http://www.gsa.gov/).

(f)  *GSA Advantage!®.*

(1)  GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i)  Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii)  Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii)  Use the credit card.

(2)  GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: [http://www.gsa.gov](http://www.gsa.gov/).

**552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

**552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS (MAY 2019)**

In accordance with Clause [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V), Scope of Contract (Eligible Ordering Activities), this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

**552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

**552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2019, TAILORED)**

***Note: State Vet Homes with sharing agreements are also included as eligible ordering activities.***

 (a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Tribes or tribally designated housing entities pursuant to *25 U.S.C. 4111(j)*;

(8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions*.

“Domestic delivery” is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

“Overseas delivery” is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

[ ]  Contractor will provide domestic and overseas delivery.
[ ]  Contractor will provide overseas delivery only.
[ ]  Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (*36 U.S.C. § 300102*); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (*42 U.S.C. § 5152*), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (*42 U.S.C. 5121*, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 52.232-36, Payment by Third Party. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 52.232-36, Payment by Third Party.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA’s and VA’s Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

**552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019)**

(a) If an entity identified in paragraph (d) of the clause at [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V), Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies “Compliance with laws unique to Government contracts” (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (*e.g.,*FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph [(a)(1)](https://www.acquisition.gov/sites/default/files/current/gsam/html/Part552_Sub2B.html#wp1884978) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity’s order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V), Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause [552.238-80](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#i1874125), Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V), Scope of Contract (Eligible Ordering Activities), and

(2) The dollar value for sales to entities identified in paragraph (d) of clause [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V).

**ITEM 4**

**Statement of Work, Sections I.A.2. and I.B. - Old Language:** The testing analyzers will be capable of generating a report of the actual number of tests ran (daily, weekly, and/or monthly) and used to perform reconciliations and calculate the price for each test and/or reportable test.

**Statement of Work, Sections I.A.2. and I.B. - New Language:** Contractors are required to provide testing analyzers capable of reporting the actual number of tests ran (daily, weekly, and/or monthly) as a mechanism to validate invoicing, reconcile consumable supply usage and/or calculate cost for each test and/or reportable test.  Other customer approved methodologies may be supplemented with the analyzer to ensure accurate CPT/CPRR test counts.