GUIDELINES FOR EXERCISING THE OPTION TO EXTEND THE TERM OF THE CONTRACT UNDER YOUR EXISTING GSA, FSS, MAS CONTRACT WITH THE CENTER FOR FACILITIES MAINTENANCE AND HARDWARE (R6)

FEDERAL SUPPLY SCHEDULE: [] 51 V, HARDWARE SUPERSTORE

CONTRACTOR:

CONTRACT NUMBER:

Dear GSA Contractor:

Recently you have received your letter notifying you of the Government's intent to consider exercising the option to extend the term of your contract. Please complete and return this option package by the date specified in your letter.

This information will be used in conducting a review of your contract. Some of the areas that will be reviewed are contract sales, report of sales, industrial funding fee payments, compliance with GSA Advantage requirement, Subcontracting Plan and goals (if applicable), and the updating of certain clauses.

Thank your for your help. If you have any questions please contact the contracting officer shown on your letter.

The following clauses are found in this attachment and must also be completed and returned:

52.215-6, PLACE OF PERFORMANCE G-FSS-900-C, CONTACT FOR CONTRACT ADMINISTRATION E-FSS-516, PRODUCTION POINT AND INSPECTION INFORMATION K-FSS-9, SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM CSP-1, COMMERCIAL SALES PRACTICES FORMAT

Items to be completed and/or submitted:

[] 1. Submit a copy of your current information in the Online Representations and Certifications Application (ORCA) at <u>http://orca.bpn.gov</u>, in accordance with clause 52.212-3(j)(1) & (2). You must update your representations and certifications as necessary, but at least annually. The Government will not exercise an option, if your ORCA information is not current.

[] 2. Provide a written statement re-representing your business size or complete the applicable portion of 52.212-3, Offer or Representations and Certifications – Commercial Items or 52.219-1, Small Business Program Representations, as applicable to the contract(s).

[] 3. Complete the attached commercial sales practice (CSP) format.

[] 4. Provide a written statement regarding the basis of award customer/MFC customer has remained the same and that pricing information provided to negotiate this contract, as updated

through any modifications, has not changed.

[] 5. Provide a written statement that confirms that the customer or customer class mutually agreed upon for award still exists and continues to be the most favored customer.

[] 6. Provide a written statement that indicates that no change in the pricing data submitted to negotiate this basic contract has occurred since award or since any subsequent modifications, and the data submitted remain an accurate, current, and complete depiction of your firm's actual sales policies and practices.

[] 7. FOR 51V - Provide a listing of the top ten models sold under the contract, quantity sold, sales and pricing for same. Be sure to include the manufacturer's part number and a complete product description of each model so an adequate price comparison can be made.

[] 8. Provide a listing of the top ten government customers and points of contact (include phone number or email). This will be used to verify past performance.

[]9. Your attention is directed to Clause 52.225-5, Trade Agreements (TAA). Compliance with this clause is mandatory for any resultant contract. The monitoring of compliance falls on both the contractor as well as the Government customer. With the recent focus on Trade Agreement compliance we are requesting all contractors provide a complete listing of the country of origin on all items offered under this contract at the time of the option renewal. A suggested format is attached. This can be provided on a disc however, one printed copy must be furnished to this office. All items from non-designated countries MUST be excluded. Describe what procedures or processes are in place within your firm to monitor compliance with TAA.

Attention Contractor: Please sign and date the signature blocks on Enclosure 1.

4 Enclosures

- 1. GSA Offered Terms
- 2. CSP Data Disclosure
- 3. Clauses
- 4. Disclosure Chart TAA

GSA OFFERED TERMS

Enclosure 1

1. Basic Discount ____

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

2. Prompt Payment Discount _____

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

- 3. Quantity/Volume Discount_____ (Show the percentage and quantity/dollar level.)
- 4. Other Discounts: _____
- 5. Identify all other concessions offered to the Government that are not offered to the Most Favored Customer _____
- 6. Delivery (Days ARO) Normal: _____ Days ARO Expedited: _____ Days ARO

7. Trade Agreement Act (TAA): Recently there have been several settlements with large office product companies concerning the compliance with Trade Agreements Act (TAA). The law requires vendors to propose and subsequently sell only products made in an eligible or designated country as outlined in Federal Acquisition Regulation (FAR 52.225-5). When you signed your contract, you certified all end products offered under your contract complied with the TAA. Compliance with this clause is mandatory; therefore, please provide a complete listing of the country of origin on all items offered under this proposal. A suggested format (copy attached). In addition, please provide a detailed description of the current processes, procedures, and or systems you have in place to identify country of origin and monitor compliance with TAA.

The signature block shown below must be completed upon submission of this modification package.

Signature

Title

Date

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

E-FSS-516 PRODUCTION POINT AND INSPECTION INFORMATION (MAR 1990)

Offerors shall insert the following information for each item offered in the spaces provided below:

ITEM NO(S).	NAME OF MANUFACTURER	PRODUCTION POINT— INSPECTION POIN NAME, ADDRESS (If other than (Including County), and Production Point) TELEPHONE NUMBER	

Enclosure 2	
CSP-1	COMMERCIAL SALES PRACTICES FORMAT

Name of Offeror _____

SIN(s) _____

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information <u>for each</u> <u>SIN</u> (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). For evaluation purposes only, provide a copy of your commercial price list that was applicable during the time period shown in this paragraph.

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



- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES____ NO____. (See definition of "concession" and "discount" in 552.212-70.)
- (4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

Column 1— Most Favored Customer (MFC)	Column 2— Basic Discount Granted MFC	Column 3— Quantity/Volume Discounts	Column 4— FOB Terms	Column 5— Concessions (see 552.212-70 for examples)

- (b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES _____ NO_____. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.
- (5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

- (a) Manufacturer's Name
- (b) Manufacturer's Part Number
- (c) Dealer's/Reseller's Part Number
- (d) Product Description
- (e) Manufacturer's List Price
- (f) Dealer's/Reseller's percentage discount from List Price or net prices

Figure 515.4-2—Instructions for Commercial Sales Practices Format

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

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

Column 2—Identify the discount. The term "discount" is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

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

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

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

If you respond "YES" to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

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

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) 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 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), 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

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(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, 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

I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003)

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

(a) When the contract did not result from a small business set-aside:

If a previously awarded small business concern re-represents itself as other then small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

(b) When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other then small, the Contracting Officer shall be precluded from exercising the option.

(c) When the contract resulted from an 8(a) set-aside:

If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)

The Offeror represents that it is \Box is not \Box a current 8(a) Business Development Program participant, and that it wishes to be designated as such on the FSS Schedules E-Library and GSA *Advantage*!TM as well as the Federal Procurement Data System (FPDS).

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DATE: _____

52.225-5 TRADE AGREEMENTS (AUG 2007)

(a) Definitions. As used in this clause-

"Caribbean Basin country end product"—

(1) Means an article that-

(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (*i.e.,* Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <u>http://www.customs.ustreas.gov/impoexpo/impoexpo.htm</u>. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name,

character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) *Delivery of end products*. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

END OF ENCLOSURE _____ MODIFICATIONS/EXERCISE OF OPTION TO EXTEND THE TERM OF THE CONTRACT

COUNTRY OF ORIGIN DISCLOSURE

THIS FORM MUST BE COMPLETED FOR ALL PRODUCTS ON CONTRACT

Your attention is directed to Clause 52.225-5, Trade Agreements. **Compliance with this clause is mandatory for any resultant contract**. Therefore, provide a complete listing of the country of origin on all items offered under this proposal. A suggested format is provided below.

In addition, you must provide a detailed description of the current processes, procedures, and/or systems in place to identify country of origin and monitor TAA compliance.

All items from non-designated countries <u>MUST</u> be excluded from your contract.

This chart does not replace the requirement for submission of your standard commercial pricelist which must also be submitted.

PART NO	SIN	DESCRIPTION	UNIT OF ISSUE	LIST PRICE	MFC PRICE	MFC (%) DISCOUNT	GSA OFFER PRICE	GSA (%) DISCOUNT	COUNTRY OF ORIGIN

DISCOUNT/PRICING CHART

MOST FAVORED CUSOMER'S (MFC) DISCOUNT RANGE

GSA' S DISCOUNT RANGE