

# **Multiple Award Schedule Contractor Assessment Reference Guide**

**General Services Administration (GSA)  
Federal Acquisition Service (FAS)**

**Published By:** Multiple Award Schedule (MAS) Program Management  
Office (PMO)

**Publication Date:** October 2020

**Revision:** 1.0

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# 1. Introduction

This reference guide provides a foundational understanding of the Multiple Award Schedule (MAS) Contractor Assessment (CA) process for our industry partners. CAs are conducted by GSA's Industrial Operation Analysts (IOAs) and are designed to verify the contractor is complying with their contractual terms and conditions and have the support necessary to be successful. This guide also helps orient MAS contractors on their overall roles and responsibilities.

## 2. Key Terms and Definitions

We use the following key terms and definitions throughout this document:

- **Administrative Contracting Officer (ACO)** - processes claims and refunds, resets Mass Modification PINs (upon request), and administers subcontracting plans (when applicable)
- **Basis of Award (BOA)** - the basis upon which a contractor's contract pricing was awarded.
- **Contractor Assessment (CA)** - the assessment that the Industrial Operations Analyst does.
- **Contract Assessment Report (CAR)** - the assessment's output.
- **End of Term (EOT)** - a contractor assessment performed near the end of the contract's term.
- **Industrial Funding Fee (IFF)** - the fee customers pay for using the MAS program.
- **Industrial Operations Analyst (IOA)** - the individual responsible for conducting the CA, training, and supporting the MAS contractor community.
- **Multiple Award Schedule (MAS)** - indefinite delivery, indefinite quantity (IDIQ), long-term contract with commercial firms.
- **MAS Program Management Office (PMO)** - the organization within GSA's Federal Acquisition Service (FAS) responsible for overseeing the MAS program.
- **Order Level Materials (OLMs)** - supplies and/or services acquired in direct support of a task or delivery order placed against a Schedule contract or Blanket Purchase Agreement (BPA).
- **Procurement Contracting Officer (PCO)** - negotiates and awards a Schedule contract and is responsible for executing subsequent modification (Mod) requests.
- **Procurement Contracting Specialist (PCS)** - helps the PCO administer Schedule contracts.
- **Prompt Payment Discount Terms (PPT)** - discount terms negotiated when a MAS contract is set up.
- **Sales Reporting Portal (SRP)** - GSA's safe, secure and user friendly portal for contractors to report both transactional and aggregate-level data required by your FAS contracts.

- **Trade Agreements Act (TAA)** - the act that the GSA Schedule is subject to that requires that all products listed on the Schedule contract are manufactured or “substantially transformed” in the United States or a TAA “designated country.”
- **Vendor Support Center (VSC)** - GSA’s online source for vendors to research the federal market, report sales, and upload information to GSA *Advantage!*® .

### 3. Role of the Industrial Operations Analyst

The Industrial Operations Analyst (IOA)’s primary role is to conduct the CAs. CAs provide IOAs the opportunity to discuss key topics related to contract compliance, analyze sales reporting data, and document their findings for the benefit of the GSA COs.

To conduct a thorough CA, the IOA relies on contract clause 552.238-83 - Examination of Records. This clause gives the IOA the authority to request and review contractor records to assess the level of compliance in the following areas:

- Sales Reporting, Sales Adjustments and Industrial Funding Fee (IFF) remittance
- Scope of Contract
- Pricing
- Trade Agreements Act (TAA)
- Basis of Award (BOA)
- Prompt Payment Discount Terms (PPT)
- Labor Qualifications
- Administrative issues

The CA also provides the IOA with an opportunity to discuss general business development information and ensure you are familiar with the MAS marketing material available on the VSC (<https://vsc.gsa.gov/>).

The IOA will also provide guidance on how to resolve any compliance issues identified during the CA process. As your business partners, IOAs are always available to answer questions or get you connected to the appropriate people to help keep your MAS contract compliant and in good standing.

### 4. Types and Frequency of Contractor Assessments

Generally, there are two types of CAs that the IOA conducts throughout the life of a MAS contract. Those two types are:

1. Annual Assessments and,
2. End of Term (EOT) Assessments.

Assessments can either be conducted in-person at the contractor’s site or virtually. This will largely depend on how close the IOA is to your records location and your ability to provide the

IOA-requested files, records, and data via encrypted email or upload to the Telecommunications Services Category (TSC) Portal.

Annual assessments are conducted up to once per year, while EOT assessments occur during the fourth year of each five-year contract period.

Both types of assessments are mandatory and provide the same function: an opportunity to verify the level of contract compliance, to provide guidance on current contractual issues, and to address any educational needs.

The below table details the minimum compliance topics the two types of assessments include.

<b>Compliance Topic</b>	<b>Annual</b>	<b>EOT</b>
Sales tracking/reporting	X	X
Pricing	X	X
Prompt payment terms	X	X
TAA compliance	X	X
Labor qualification compliance	X	X
BOA compliance		X
Scope		X
E-Verify compliance		X
Terms & conditions document		X
GSA <i>Advantage!</i> ® catalog		X

Additional topics may be covered in an Annual assessment based on the IOA's findings. For example, the IOA has the flexibility to add the GSA *Advantage!*® topic to an Annual assessment if they find it needs to be addressed.

At the end of each assessment, the IOA will discuss their findings with you and provide instructions in the event follow-up actions are required. The IOA will then document their findings in a Contractor Assessment Report (CAR); a copy of this report is automatically sent to you and your PCO.

The following table summarizes the steps of and responsible individuals for completing a GSA CA.

<b>Contract Assessment Report Steps</b>	<b>Individual(s) Responsible</b>
1) IOA reaches out to you via email or phone call to schedule a date and time to conduct the CA	IOA
2) A CA confirmation email is sent to you that confirms the date and the sales information and contract documentation required to complete the CA	IOA
3) You provide requested sales information and documentation to your IOA via encrypted GSA email or upload it to the Telecommunications Services Category (TSC) Portal	Contractor
4) IOA reviews provided sales data prior to CA and requests additional data as needed to complete the CA	IOA
5) You both agree on a mutual date/time and schedule a debrief on the actual assessment (closeout meeting)	IOA/Contractor
6) At the closeout meeting (held in-person or virtually), you both review sales data and discuss any issues discovered during the assessment, along with any follow-up actions you need to take and a timeframe to complete them	IOA/Contractor
7) Your IOA documents the findings after the closeout meeting and complete the CAR within one week	IOA
8) The finalized CAR is emailed to your contract Administrative Representative (e.g., Admin Rep), PCO, PCS, and ACO	IOA
9) Actions identified and completed to to resolve issues uncovered during the CAR	COs/IOA/Contractor

## **5. Preparing for a Contractor Assessment**

Your IOA will reach out to you via email or a phone call to establish a date and time to conduct the CA. Once you have agreed upon a date and time, the IOA will send a request to review company sales information. The IOA will determine a specific time period to review and request sales documents for that time period. A report including all sales data, including your company's unique GSA sale indicator, will allow the IOA to select the appropriate sample to serve as the basis of their analysis.

The IOA uses the requested sales information to confirm that GSA sales are being reported and the IFF is being paid on time. They use this report to sample invoices/sales for review. The IOA may request all invoices from that time period. If the sales volume is within reason, the IOA may request all invoices from that period. The corresponding, detailed contract documents for the sample invoices will help make the assessment go faster, e.g., purchase orders, modifications, crosswalks, etc., along with relevant pricing documentation.

GSA has developed a secure portal which accommodates the easy upload of both small and large data files for the CA process. The TSC Portal is a GSA-managed, cloud-based repository which facilitates the secure exchange of your sensitive data, documentation, and large file format (PDF, Word, Excel, etc.) uploads.

Let your IOA know if you are interested in using the TSC Virtual Assessment File Sharing Portal during your CA. Your IOA will then work with you to set up your account and walk you through how to upload documentation.

## **6. Difference Between an OIG Audit and MAS Contractor Assessment**

The important purpose of the IOA CA is to help you succeed in the federal marketplace. For this reason, IOAs focus on both compliance and education during the CA to ensure you have the support you need to be successful.

The key takeaway is that the IOA CA is not an audit, nor a substitute for a vigorous internal compliance program — it remains your responsibility to comply with all legal and contractual obligations. Unlike an IG audit, the CA is not intended to be a comprehensive review of past and current compliance.

An IG pre-award audit is done to determine if the disclosures you make at option renewal are current, accurate, and complete. This audit also looks at compliance requirements such as the Price Reduction Clause (PRC), IFF, employee qualifications, and GSA Schedule task order pricing.



The following table summarizes the key differences between an OIG audit and IOA CA.

OIG Audit	IOA Contractor Assessment
Subpoena power	No subpoena power
Lengthy data collection and analysis	Short assessment and quick turnaround
Focus on specific issues (e.g., pricing)	Review of many compliance areas
Complete review of transactions	Process review and spot checks
Pre-award or post-award	Annual, End of Term, and special cases
Identify contractual issues	Educate and review the mechanisms the contractor has in place to comply with selected terms and conditions of the contract

## 7. Contractor Assessment Topic Guidance

The subsections below provide specific guidance on potential topic areas addressed during the CA.

**Note** - The CA template is in Attachment A.

### 7.1 Sales Reporting

**Key Takeaway: The sales reporting topic and questions are essential to ensure you have a system that allows you to identify, track, and report your MAS sales accurately and timely.**

This topic explains how to determine whether or not GSA sales are being tracked and reported completely and accurately. We don't specify or require any particular accounting software to track GSA eligible sales; we only require that whatever system you use is accurate.

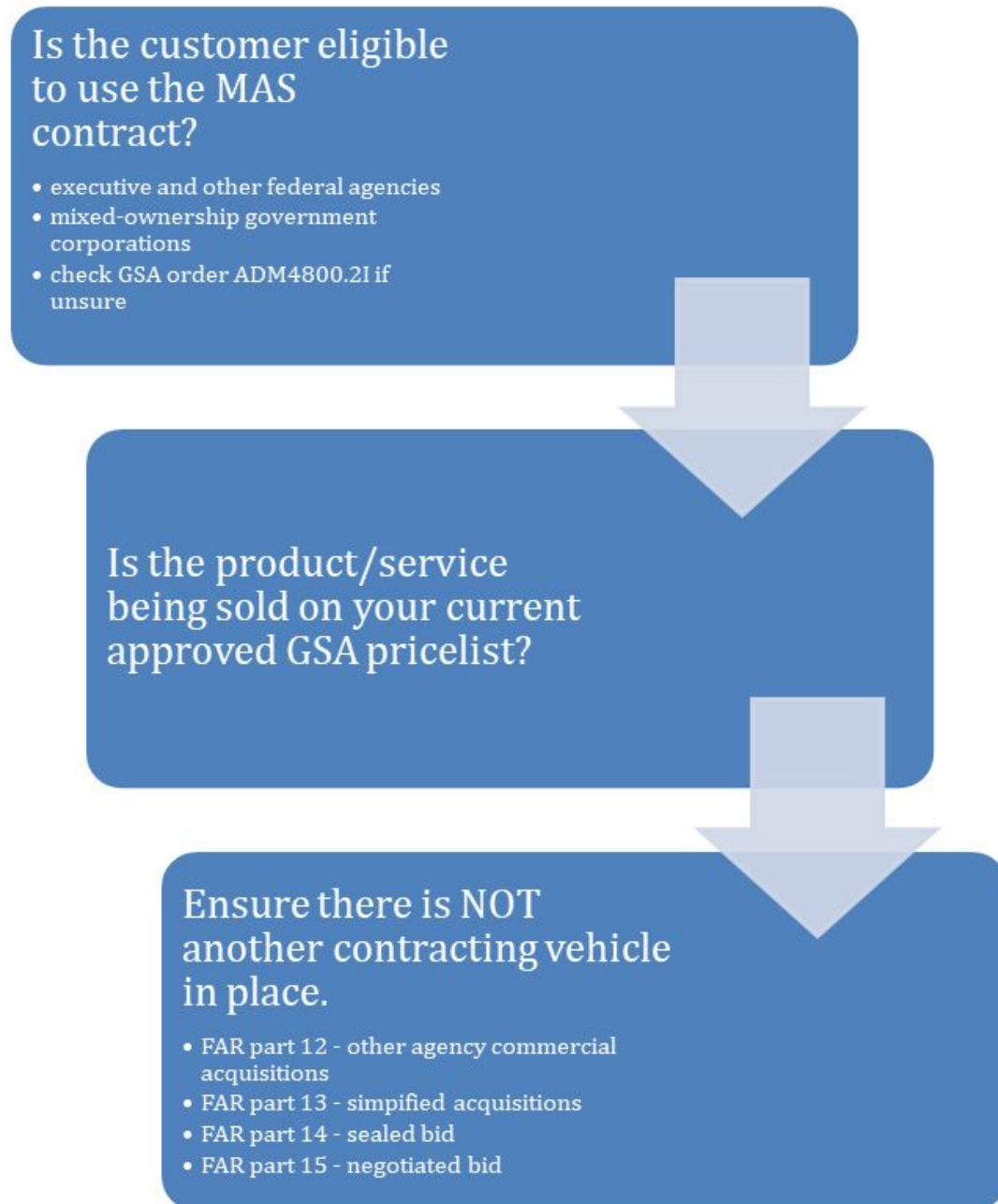
We rely on you to ensure that your system can correctly and accurately identify, track, and report applicable sales in a timely manner, so you can pay the IFF.

The IOA will ask you what accounting system/software you use and how you use this system to identify and track GSA sales. You will need to be able to walk the IOA through how your system

identifies GSA orders from award to completion, and also help the IOA understand how the sales tracking system works so that they can validate it.

The sales reporting section of a CA is a valuable and important part of both Annual and EOT CA visits. If you question whether or not to report a federal government sale as a GSA sale, use the flowchart below to determine if the sales are reportable to GSA.

If the chart below does not provide a clear answer, ask the ordering agency if it is using GSA for its procurement.



## Order-Level Materials

Order-Level Materials (OLMs) are supplies and/or services acquired to directly support a task or delivery order placed against a Schedule contract or BPA. The value of OLMs in a task order, or the cumulative value of OLMs in orders against a BPA, cannot exceed 1/3 (33.33%). During the Contractor Assessment (CA), the IOA will ensure that the required OLM maximums are not exceeded.

For more details on OLMs, please refer to GSA Acquisition Regulation (GSAR) clause [552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials](#).

## 7.2 Pricing

***Key Takeaway: Federal agencies use GSA's Schedule program because GSA has negotiated contract pricing to a fair and reasonable amount. The CA's pricing portion confirms that the pricing awarded under the approved GSA pricelist is the price GSA customers are charged***

When assessing pricing, the IOA's goal is to ensure that the prices you charge are allowable under the contract's terms. The IOA will review the base pricing charged, as well as any other pricing increases, fees or discounts, such as:

- Economic Price Adjustments (EPAs)
- Quantity/volume discounts
- Prompt payment discounts
- Freight and/or handling charges
- Restocking fees
- Merchant credit card fees

The IOA will compare the selected sample of proposal quotes, orders/task orders, and associated invoices with the approved pricelist that was in effect when the order was placed to determine if the appropriate base price and applicable discounts were applied. IOAs will view the contract price as the ceiling price since you have the option to discount below your MAS contract price.

## 7.3 Prompt Payment Terms (PPT)

***Key Takeaway: Ensure that the ordering agency has received any discounts due to prompt payments.***

If the contract includes Prompt Payment Terms (PPT), you must display the prompt payment term information on all MAS invoices. PPT must be on the invoice to explain the discount opportunity to the customer if payment is received within the terms stated. IOAs frequently have

to tell contractors during a CA that they are not accurately disclosing their PPT and their customers are potentially paying more than required.

PPT are negotiated when the MAS contract is established. You must maintain PPT, either using a manual method of placing the PPT on invoices, or by setting up an automated process within your accounting software.

Any PPTs awarded under the MAS contract are binding for all orders placed under the contract with one exception; PPTs do not apply when an agency uses a government purchase card for payment.

If discount terms are not incorporated into the contract, you can still offer discounts on individual orders. They are binding only for the particular order/invoice on which the discount is offered.

You cannot negotiate PPT discounts away at the order level, even in exchange for better terms in other areas (e.g., delivery, additional item discounts, etc.).

## 7.4 Scope

***Key Takeaway: Determine whether non-Schedule products/services (open market items) are properly identified and quoted when included in MAS procurements.***

This section's goal is to determine whether non-Schedule products/services (open market items) are properly identified and quoted when included in MAS procurements. GSA-eligible customers who are ordering from the MAS contract cannot make the correct procurement decision when they are led to believe open market items are Schedule contract items.

If non-Schedule items are added to orders placed against the MAS contract, then those items must be clearly identified as open market. You must be able to describe the system and processes for identifying open market items.

GSA will review the sampled sales (e.g., offers, quotes, bids, purchase/task orders, Statements of Work (SOWs), etc.) along with the approved GSA pricelist to determine if open market items were properly identified before the sale. If open market items are not explicitly called out in the quote/proposal, they are considered out of scope, unless you provide evidence (quote, email, letter, etc.) showing that the items were not misrepresented as Schedule contract items.

For services, GSA will review the SOWs to ensure that the work performed was within your awarded Special Item Number (SIN(s)) and labor category descriptions. Also, if the proposed Labor Categories (LCATs) differ in name from the contract's LCATs, you must satisfactorily show their similarities (e.g., crosswalk). If you cannot crosswalk the LCATs, the LCATs will be considered to be out of scope.

## 7.5 Trade Agreements Act

**Key Takeaway: Review the Trade Agreements Act (TAA) topic to ensure you maintain compliance with TAA. Contractors that provide services under GSA’s Schedule contract must be incorporated within a TAA compliant country.**

Contractors that provide services under GSA’s Schedule contract must be incorporated within a TAA country.

Contractors providing products on a GSA Schedule contract need to be able to prove their TAA compliance to the IOA. To do so, maintain the following:

- Documentation showing the country of origin for products that you are reselling on your GSA contract,
- Invoices and other records e.g., delivery notices, shipping slips, packaging slips, etc. from suppliers. These will show your relationship with the manufacturer of the products you are selling.

The IOA may also review physical inventory by looking at the boxes products are being shipped in. If a product isn’t shipped in a box, the IOA will examine the product itself.

### **Examples of non-TAA compliance**

A widget is sold under a GSA Schedule contract; however, the widget is manufactured in a non-TAA approved country. Therefore, the widget is not TAA compliant.

A more complex version of this example includes computers. Many of the parts used in computers are manufactured in non-TAA approved countries, but the parts alone cannot be a computer. Those parts need to be assembled to create the computer that is available for sale under the MAS contract. The country the component parts are assembled into the final product (e.g., the computer) serves as the Country Of Origin (COO) and that COO information is used to make determinations regarding TAA compliance.

The status of TAA compliant countries changes regularly. As a contractor, you must stay informed of these changes. Work proactively with your IOA for more guidance.

## **7.6 Environmental Indicators**

**Key Takeaway: We are dedicated to making the federal supply chain more sustainable. Part of that process is validating that our MAS contractors properly represent the environmental attributes associated with their approved products.**

Contractors must identify all applicable environmental attributes for their contract items. If the contractor is using the Environmental Indicators, then during the assessment, the IOA will review a sample of the green offerings identified on GSA Advantage!®. You’ll need to show

documentation and explain the process(es) you use to identify the environmental attributes associated with your MAS approved products.

If you voluntarily use Environmental Indicators to claim that certain products have environmental attributes, you can prove your claim through one of the following methods mentioned in the GSA Manual (GSAM):

- An independent organization that specializes in certifying claims verifies it.
- You have competent and reliable evidence.

You cannot select Energy Star and Electronic Product Environmental Assessment Tool (EPEAT). They are based solely on approved manufacturers' product codes. If you use your own production coding system, the attributes may not auto-populate. If the information does not auto-populate, you need to enter that information in GSA *Advantage!*® via your SIP submission.

## **7.7 GSA *Advantage!*®**

***Key Takeaway: The accuracy of your full and approved pricelist published on GSA *Advantage!*® helps ensure the ongoing availability and pricing accuracy of MAS products and services.***

For a contractor to be up-to-date on GSA *Advantage!*®, you must meet all of the following conditions (where applicable):

- All currently approved products and labor categories from the contract pricelist are posted.
- All product and labor category pricing (including volume discounts) are accurately listed per the last contract pricelist modification.
- No unapproved or deleted items are posted.

The IOA will also ensure that the approved pricelist reflects any contract modifications (or lack of contract modifications), such as price changes, products, or services added or deleted from the contract, or changes to the contract terms and conditions. Modifications can have a direct impact on GSA Schedule contracts compliance.

## **7.8 Contract Terms and Conditions**

***Key Takeaway: Determining if you have properly published your contract terms and conditions in the right format helps ensure your ongoing compliance with GSA's MAS program.***

This section's goal is to confirm you have accurately published the contract terms and conditions in the correct format. To determine if you have properly published these, the IOA will

ensure the contractor's terms and conditions file is available on GSA *Advantage!*® in the correct format.

Please see **Appendix B** for a sample page of the I-FSS-600 Terms and Conditions Template.

## 7.9 Contract Promotion

***Key Takeaway: Ensuring the proper use of GSA's logo and websites helps maintain accurate brand recognition of the overall MAS program.***

Your promotion of your contract offerings and pricing should accurately reflect only contract offerings and the correct contract pricing when using the GSA logo and advertising materials.

To download a GSA logo and review our policy, [visit this GSA.gov resource](#).

## 7.10 Delivery

***Key Takeaway: Ensuring that our MAS contractors meet your promised delivery dates and terms is critical to maintaining ongoing customer satisfaction and program success.***

You should be able to show that you are meeting the contract-specific delivery terms. The IOA will review the following documents to confirm:

- Purchase order dates
- Shipment/delivery orders
- Other documents as appropriate

The IOA will want to review other documents to confirm delivery. Provide selected order/shipment/delivery documentation for all orders under the MAS contract.

For service contractors, since delivery terms are negotiated with the customer, you may have to provide project timelines, progress reports, and/or milestones.

## 7.11 Basis of Award

***Key Takeaway: Basis of Award (BOA) is just that—the basis upon which your contract pricing was awarded. The IOA determines whether you know your BOA customer discount relationship, and verifies systems or procedures are in place to ensure ongoing compliance.***

If you are participating in Transactional Data Reporting (TDR), the IOA does not address the BOA topic because you no longer have a negotiated BOA customer discount relationship.

The Price Reductions Clause (PRC) 552.238-81 can often seem convoluted and archaic; however, all GSA contract holders who are not participating in TDR must understand this clause.

While your GSA PCO has awarded the contract with set pricing and terms, one contract requirement is that you maintain a relationship between GSA contract prices and certain non-contract commercial prices throughout the contract's life. This relationship is known as BOA. The customer (or category of customers) identified in this relationship is known as the BOA customer. Find your BOA discount relationship on your Final Proposal Revision letter, or Standard Form 1449 Continuation Sheet. This relationship can be restated on modification SF 30 Forms.

The IOA review of the BOA questions determines

- If you are aware of the BOA relationship,
- If you have a system or procedure to monitor the BOA discount relationship, and
- If the process you use to maintain that discount relationship is effective.

The IOA assesses whether you know your contract BOA and understand the BOA and Price Reduction requirements. The IOA verifies whether you have a system or procedure in place to ensure ongoing compliance with the BOA discount relationship as defined in your MAS contract.

The discount is based on pricing that you offer to your Most Favored Customer (MFC) or a class of MFCs. The BOA requires that contractors maintain the defined discount relationship between GSA pricing and the pricing you provide to the BOA customer. You may charge a lower price than GSA pricing to government/Schedule customers with no impact on the BOA relationship.

PRC 552.238-81 (d) 1-4 explains the few instances when you may grant additional discounts that do not affect the BOA relationship. You must contact your PCO within 15 days of the change in the price-discount relationship established in the contract.

## 7.12 Labor Qualifications

***Key Takeaway: The Labor Qualification assessment only applies to professional services. It helps guarantee the government is receiving the right qualifications for the prices paid.***

Reviewing Labor Qualifications only applies to contractors providing professional services. Professional services labor is made up of employees who are considered exempt from the Service Contract Act (SCA). Examples of labor that is considered exempt from the SCA are executive, administrative, or professional. Reviewing Labor Qualification does not apply to



contractors providing SCA services. SCA labor is bound by Wage Determinations set by the Department of Labor.

Professional services contracts are awarded with labor categories that describe the minimum qualifications required of the person serving in that capacity. These minimum qualifications are established by the contractor—they are not standard criteria. Each contractor's labor categories are unique to a contractor's particular contract.

You will need to identify the people who performed the work, and provide resumes or other records that show that the people you provided met the minimum experience and education qualifications required for the labor category.

If you use functional labor category titles that match up to the requirements from the customer's RFQ, you will need to show how the functional titles match up to their awarded labor categories by providing documentation showing how the categories were matched up.

## 7.13 E-Verify

***Key Takeaway: E-Verify electronically verifies the employment eligibility of employees working under covered federal contracts to ensure the federal government only does business with organizations that have a legal workforce.***

Your participation in E-Verify solely depends on the information you provide. That information is used to verify the employment eligibility of the employees you provide under your MAS contract. If you provide standalone services (e.g., Environmental Scientist II, Database Engineer III, etc.) or a mix of standalone services and products on your MAS contract, then you must participate in E-Verify.

However, E-Verify does not apply if your approved MAS pricelist only includes Commercially-available Off The Shelf (COTS) products and services that can only be purchased with a COTS product. A good example of services that can only be purchased with a COTS product would be furniture installation. A furniture contractor may offer installation services with the purchase of furniture, but those installation services would only ever accompany a product and never sold as a stand alone service. In this scenario, those installation services would not apply to E-Verify.

For the purposes of the CA, the IOA will review your approved products and services to determine if you should be participating in E-Verify. If you provide standalone services under your MAS contract, they will ask for documentation to verify you are registered in the E-Verify program.

## 8. Closeout Meeting and Issue Resolution

Closeout meetings are when you and the IOA debrief the CA. During a closeout meeting, you both will review any issues discovered during the assessment, discuss the follow-up actions that you need to take, and schedule the deadline.

Also during a closeout meeting, IOAs can give you best practices on how to prevent compliance issues from happening again and discuss your general business development goals.

The following sections describe potential CA issues and how to resolve them.

### **Types of Assessments: Annual/End of Term (EOT)**

Annual and EOT assessments are a mandatory part of keeping compliant with your GSA Schedule contract. Tell your IOA if you have any difficulties with a scheduled visit's time and date. The IOA can usually be flexible enough to find a mutually suitable alternate time to conduct the assessment.

Failing or refusing to facilitate an assessment could result in having your contract frozen or terminated.

### **Preparing for an Assessment:**

During the assessment, the IOA may need more information. Provide these requested documents to the IOA in a timely manner, preferably during the assessment or shortly thereafter. In the case of virtual visits, send his information to the IOA as a follow-up email.

If you can't produce the information requested, the IOA cannot verify compliance for the topic in question. That topic will be listed as non-compliant on the report.

### **Sales Reporting Process:**

If the IOA finds any issues with sales tracking during the review, you'll need to correct them. Most commonly, GSA sales were not captured and reported because of tracking procedures error. You'll need to report those GSA sales that the tracking system missed in the appropriate quarters via sales adjustments. You'll also need to pay the IFF.

You'll need a more in-depth review of your accounting/tracking system gauge the extent of the problem. You may need an internal audit. The IOA will work with you to calculate the totals and arrive at total figures that both parties can agree upon.

You may require more controls or reviews in your tracking/accounting system to ensure proper identifying and tracking of missed GSA sales. Inform the IOA once these corrective measures have been taken and the sales adjustments made.

### **Pricing, Prompt Payment Discount, Volume Discount, and Delivery Overcharges:**

The IOA may discover overcharges as a result from your charging the wrong price, not disclosing prompt payment terms, failing to offer quantity discounts, shipping charges, etc.

If that happens, the IOA will work with you to resolve the situation using one of these two methods:

- Return the overcharges to the agency by either credit or refund. or
- Send a check to the Miscellaneous Lockbox at the following address:

**General Services Administration**

Miscellaneous Receipts for Non-Federal Claims  
Overcharges for GS-XXF-XXXXX (Formal Contract Number)  
PO Box 979009  
St. Louis, MO 63197-9009

You'll decide how you intend to resolve the identified overcharging. You can only pay by check; you can't pay with a credit card. Since checks have to be mailed to a PO Box, they must be sent through the U.S. mail. FedEx or UPS will not deliver to a PO Box.

**Scope:**

The IOA will discuss any potential scope compliance issue findings with you. This information will be referred to the PCO for resolution. Resolution may include contractor education, a modification to the contract (to add open market items that are used frequently), sales adjustments, etc. Ask the PCO any questions regarding the resolution of scope compliance issues.

**Environmental Indicators:**

The IOA will discuss any potential environmental compliance issue findings with you. This information will be referred to the PCO for resolution. Resolution may include providing more information to show environmental indicator compliance or removing the environmental indicator from the applicable *GSA Advantage!*® line items. Ask the PCO any questions regarding resolving environmental indicator compliance issues.

**GSA Advantage!®:**

You must load a pricelist on *GSA Advantage!*®. That pricelist must be the most recent approved version. Failing to maintain either requirement will result in a non-compliant finding on the assessment report, and can result in pricelist freezing. Outdated pricelists can confuse customers and create potential pricing violations.

MAS contractors with pricelists that have been inactive for over two years will get an email to recertify that the pricelist currently shown on GSA *Advantage!*® is still valid. If you fail to recertify the issues, the pricelist will be deleted. You will then need to re-upload the most recent approved version of the GSA *Advantage!*® pricelist to stay compliant.

The CO will need to approve all modifications to the pricelist submitted via eMod (addition of products/labor, pricing changes, etc.). Once approved, you must upload the new pricelist via the Schedule Input Program (SIP) as soon as possible.

Monitor products from suppliers regularly. Update or delete those that had a change in country of origin or are no longer TAA compliant.

### **Contract Terms and Conditions:**

Similar to the pricelist, the most recently approved Terms and Conditions (T&Cs) must be **available** on GSA *Advantage!*® at all times. If you have any changes to the T&Cs, you must submit a contract modification via eMod, and receive the CO's approval before uploading it on GSA *Advantage!*®.

### **Contract Promotion:**

The IOA will discuss any contract promotion compliance issue findings with you. Any findings will be referred to the PCO to resolve. Resolution may include revising your website, etc. Ask the PCO any questions about resolving contract promotion compliance issues.

### **Basis of Award (BOA):**

The earlier BOA paragraphs said that you need to be knowledgeable regarding how your BOA has been defined. If you don't know this information, your IOA will assist you in identifying it in your MAS contract documentation. However, the IOA will mark "no" for the question "does the contractor have a system in place to monitor their BOA."

The other issue that can arise from reviewing the BOA information is that the IOA may find that you are providing a greater discount to your BOA customer than they are to GSA customers.

If this is happening, then you may have triggered the PRC. When that happens, the IOA informs the CO of the issue and documents the details in the CAR. The CO then decides what to do to resolve the issue.

Courses of action can include, but are not limited to, the following:

- Lowering GSA pricing for the time period the Price Reduction Clause was triggered, or
- Determining a monetary value for the compliance issue.

### **Trade Agreements Act (TAA):**

The IOA will identify and discuss all TAA compliance issues discovered during the CA. IOAs will refer TAA issues to the CO for resolution.

### **Labor Qualifications:**

The IOA will discuss any potential labor qualification compliance issue findings with you and the information will be referred to the PCO for resolution.

Resolution may include

- Providing more information to show labor qualification compliance,
- Refunding the difference in labor rates between the invoiced labor category rate and the labor category rate the personnel actually qualify for, etc.

Ask the PCO any questions you have about resolving labor qualification compliance issues.

### **E-Verify:**

The IOA will discuss any potential E-Verify program compliance findings with you. This information will be referred to the PCO to resolve, which may include registering for E-Verify, providing more information to demonstrate why registration is not required, etc. Your PCO can assist with any questions you have about resolving E-Verify program compliance issues.

## **9. Contractor Assessment Report**

The CA findings are documented in the CAR following the assessment's completion. The finalized CAR is automatically emailed to your Administrative Representative (Admin Rep), the PCO, PCS, and ACO.

You will typically receive your CAR about a week after the IOA finishes their assessment analysis and their supervisor approves it. There should never be any findings documented in the CAR that were not discussed during the assessment close out meeting. Discuss any questions about the CAR with your IOA.

## **10. Relevant MAS Contract Clauses**

Here's the list of CA topics and their associated clauses. The clauses and guidance referenced below are not an exhaustive list.

**Providing Sales Data for the Contractor Assessment:**

- 552.238-83 Examination of Records by GSA

**Sales Reporting:**

- 552.238-80 Industrial Funding Fee and Sales Reporting
- 552.238-80 Industrial Funding Fee and Sales Reporting (May 2019) (Alternate I - May 2019)
- 552.238-85 Contractor's Billing Responsibilities

**Pricing:**

- 552.216-70 Economic Price Adjustment

**Prompt Payment Terms:**

- 552.238-84 Discounts for Prompt Payment

**Scope:**

- FAR 8.402(f): Addition of Open Market Items

**Trade Agreements Act:**

- 52.225-5 Trade Agreements

**Environmental Indicators:**

- 552.238-78 Identification of Products that have Environmental Attributes
- 552.238-88 *GSA Advantage!*<sup>®</sup>
- 552.238-103 Electronic Commerce

**Contract Terms and Conditions:**

- I-FSS-600 Contract Price Lists

**Contract Promotion:**

- 552.203 71 Restriction on Advertising

**Delivery:**

- 552.211-73 Marking
- 552.238-87 Delivery Prices

- 552.238-99 Delivery Prices Overseas
- Federal Standard 123
- Military Standard 129

**Basis of Award:**

- 552.238-81 Price Reductions
- 552.238-81 Price Reductions (May 2019) (Alternate I - Apr 2014)

**Labor Qualifications:**

- 29 C.F.R. Part 541

**E-Verify:**

- 52.222-54 - Employment Eligibility Verification

***Questions, comments, and suggestions related to the content in the MAS Contractor Assessment Reference Guide should be forwarded to the MAS Program Management Office at [maspmo@gsa.gov](mailto:maspmo@gsa.gov).***

# Appendix A: Contractor Assessment Report Template

<b>Contractor Assessment Report</b>		Revision Date:
<b>Contract</b>		
	Contract Number:	
	Begin Date:	
	End Date:	
<b>Admin Rep</b>		
Name:	<b>Assessment</b>	
Email:	Assessment Type:	
Phone:	Assessment Date:	
<b>Sales Reporting</b>		
1	Based on the selected sample and process review, did the contractor demonstrate compliance with sales reporting requirements?	
2	Describe sales reporting findings:	
3	Based on the selected sample and process review, did the contractor demonstrate compliance with the OLM 33.33% ceiling?	
<b>Pricing</b>		
4	Based on the selected sample and process review, did the contractor demonstrate compliance with pricing requirements?	
5	Describe pricing findings:	
<b>Prompt Payment Terms</b>		
6	Based on the selected sample and process review, did the contractor properly display/disclose prompt payment terms?	
7	Describe prompt payment terms findings:	
<b>Scope</b>		
8	Based on the selected sample and process review, did the contractor demonstrate compliance with scope of contract?	
9	Describe scope findings:	
<b>Trade Agreements Act</b>		
10	Based on the selected sample and process review, did the contractor demonstrate compliance with the Trade Agreements Act?	
11	Describe Trade Agreements Act findings:	
<b>Environmental Indicators</b>		
12	Based on the process review, did the contractor demonstrate compliance with appropriate use of environmental indicators on GSA Advantage?	
13	Describe environmental indicators findings:	
<b>Contract Terms and Conditions</b>		
14	Did the contractor demonstrate compliance with the terms and conditions posting and formatting requirements?	
15	Describe terms and conditions findings:	
<b>Delivery</b>		
16	Based on the selected sample and process review, did the contractor demonstrate compliance with delivery requirements?	
17	Describe delivery findings:	
<b>Basis of Award</b>		
18	Based on the selected sample and process review, did the contractor demonstrate compliance with basis of award requirements?	
19	Describe basis of award findings:	

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# Contractor Assessment Report

Revision Date:

20	Did the contractor demonstrate comprehension of their basis of award customer discount relationship?	
<b>GSA Advantage</b>		
21	Based on the selected sample and process review, did the contractor demonstrate compliance with GSA Advantage requirements?	
22	Describe GSA Advantage findings:	
<b>Contract Promotion</b>		
23	Did the contractor demonstrate compliance with contract promotion requirements? (website, use of GSA Logo, etc.)	
24	Describe contract promotion findings:	
<b>Labor Qualifications</b>		
25	Based on the selected sample and process review, did the contractor demonstrate compliance with labor qualification requirements?	
26	Describe labor qualifications findings:	
<b>Additional Information</b>		
27	Additional Observations:	
<b>Assessment Attendees</b>		
28	Attendees who participated in the assessment:	
<b>Contract Administrative Information</b>		
29	Is the contractor's administrative information accurate?	
30	Describe contractor administrative findings:	
<b>E-Verify Compliance</b>		
31	Is the company enrolled in the E-Verify program as required by clause 52.222-54 - Employment Eligibility Verification (OCT 2015)?	
32	Describe E-Verify findings:	

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**Pertinent Contacts**

**Contract IOA**

Name:  
Email:  
Phone:

**Contract ACO**

Name:  
Email:  
Phone:

**Assessment Done By**

Name:  
Email:  
Phone:

**Contract PCO**

Name:  
Email:  
Phone:

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## **Appendix B: I-FSS-600 Terms and Conditions Template**

### **Information for Ordering Activities**

- 1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.
- 1c. If the contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.
2. Maximum Order:
3. Minimum Order:
4. Geographic Coverage (delivery Area):
5. Point(s) of production (city, county, and state or foreign country):
6. Discount from list prices or statement of net price:
7. Quantity discounts:
8. Prompt payment terms:
- 9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold:
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:
10. Foreign items (list items by country of origin):
- 11a. Time of Delivery (contractor insert number of days):
- 11b. Expedited Delivery. The contractor will insert the sentence "Items available for expedited delivery are noted in this pricelist." under this heading. The contractor may use a symbol of its choosing to highlight items in its pricelist that have expedited delivery:
- 11c. Overnight and 2-day delivery. The contractor will indicate whether overnight and 2-day delivery are available. Also, the contractor will indicate that the Schedule customer may contact the contractor for rates for overnight and 2-day delivery:

- 11d. Urgent Requirements. The contractor will note in its pricelist the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the contractor’s representative to effect a faster delivery:
12. F.O.B Points(s):
- 13a. Ordering Address(es):
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), and a sample BPA can be found at the GSA/FSS Schedule homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).
14. Payment address(es):
15. Warranty provision:
16. Export Packing Charges (if applicable):
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):
18. Terms and conditions of rental, maintenance, and repair (if applicable):
19. Terms and conditions of installation (if applicable):
20. Terms and conditions of repair parts indicating date of parts pricelists and any discounts from list prices (if applicable):
- 20a. Terms and conditions for any other services (if applicable):
21. List of service and distribution points (if applicable):
22. List of participating dealers (if applicable):
23. Preventive maintenance (if applicable):
- 24a. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at:
25. Data Universal Numbering System (DUNS) number:
26. Notification regarding registration in Central Contractor Registration (CCR) database:
27. Final Pricing:

## Appendix C: Contractor Assessment Intent Notice

### Notice Regarding Purpose and Parameters of Industrial Operations Analyst (IOA) Contractor Assessments (CA)

GSA Industrial Operations Analysts (IOA) conduct on-site and virtual Contractor Assessments (CA) with Multiple Award Schedule (MAS) contractors. During these assessments, the IOAs assist the MAS contractors with questions and concerns, identify potential problems and pitfalls, and assess the systems and controls the contractors use to comply with selected key provisions of their GSA contract. Normally this assessment is a “spot check” based upon selected samples of the contractor’s sales data. The purpose of the visit is to help the MAS contractor succeed. The CA is not a substitute for a vigorous internal compliance program; it remains the contractor’s responsibility to comply with all legal and contractual obligations.

Once the assessment is complete, GSA will provide the contractor with an Assessment Report, which provides information on the contractor’s ability to meet selected important terms and conditions of the MAS contract at the time of the CA. The CA is NOT an audit, nor is it intended to be a *comprehensive* review of the contractor’s past and current compliance with any of the terms and conditions associated with the GSA MAS contract. Accordingly, an IOA’s failure to identify any past or current contract compliance issue does not constitute a finding of full compliance with the contract or government contracting regulations.

Any discussion with or information given to the IOA does not constitute a report or disclosure that is required to be made to the Contracting Officer (CO) or to the GSA Office of Inspector General (OIG) under the Federal Acquisition Regulation or contract provisions. Because of the limited scope of the CA, nothing contained in the Assessment Report, or in any other documentation or action pertaining to the IOA CA, precludes any claim presented by GSA or the United States relating to the contract. A brief summary of the differences between an OIG Audit and an IOA CA follows:

OIG Audit	IOA Assessment
Subpoena power	No subpoena power
Lengthy data collection and analysis	Short assessment and quick turnaround
Focus on specific issues (e.g. pricing)	Review of many compliance areas
Complete review of transactions	Process review and spot checks
Pre-award or post-award	Annual, end of term, and special cases
Identify contractual issues	Educate and review the mechanisms the contractor has in place to comply with selected terms and conditions of the contract.

I acknowledge a GSA IOA has provided me with the above notice and has discussed the parameters of the CA with me.

Signature of Authorized Contractor representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Contractor name: \_\_\_\_\_

Date: \_\_\_\_\_