

Attachment for SF30

Solicitation Number : **47QSMD20R0001**

Schedule Refresh Mod Description :

Refresh Number : **0022**

Solicitation Title : **Multiple Award Schedule**

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Schedule Refresh Mod Creation Date : **2024-08-08**

Created on August 8, 2024

SUMMARY OF SIGNIFICANT CHANGES

Additional/Significant Changes Notes

Added Clauses.....
52.219-18 -- NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (JAN 2017) (DEVIATED II - MAY 2024)

Updated Clauses.....
552.238-80 -- INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)

Deleted Clauses.....
52.219-18 -- NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (JAN 2017) (DEVIATED I - OCT 2022)
52.226-7 -- DRUG-FREE WORKPLACE (MAY 2024)

Vendor Fill In Clauses.....

Added SINS.....

Deleted SINS.....

Additional/Significant Changes Notes

A: Changes to Overall MAS Solicitation:

1. Implement revisions to SCP-FSS-001 Instructions Applicable to All Offerors

- a. Added a note to highlight that specific MAS SINs participate in TDR (paragraph (f)). Offerors should review the MAS Available Offerings solicitation attachment published on SAM.gov to determine if a particular SIN is TDR eligible.

- b. Add clarification on the requirement for Government Purchase Card (GPC) fees to be built into the awarded MAS price (paragraph (i)(3)(ii)(F)).
 - i. Note will be added to clause 52.232-36, Payment by Third Party, the standard Price Proposal Templates (Read Me First tab) and MAS Modification Guidance on gsa.gov
 1. Proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.

2. Transactional Data Reporting (TDR) Pilot Expansion to 67 new SINs

- Facilities - None
 - Furniture & Furnishings - 321918PF, 337122OSB, 339920PARK, 339920S, 339950
 - Human Capital - None
 - Industrial Products & Services - 321920, 322220, 326220, 327910, 331315A, 332913, 332999BMS, 332999P, 333414, 333415HVAC, 333912, 333914, 333921, 333922, 333923S, 333997, 33512, 335911, 335999, 339999S, 3PACK, 532412
 - Information Technology - None
 - Miscellaneous - 3152, 316210, 339113PA, 339992, 339999ASB, 339999F
 - Office Management - 325992, 333316P, 333318, 333318SBSA
 - Professional Services - None
 - Scientific Management & Solutions - 333314, 333415, 333999, 334511, 334513, 334515, 334516, 334519ENV, 339112, 339113LAB, 339113R
 - Security & Protection - 325412, 332216, 332312F, 332994, 332999, 336320, 337215, 339920, 339999E, 3FIRE
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Transportation & Logistics Services - 326211, 326212,
332439, 333318T, 334419, 336350, 3363P, 336612R,
336991

Travel - None

- a. Participating in TDR is optional. However, once you decide to participate in the TDR pilot, you must continue to participate in TDR until the end of the pilot. You cannot opt out of TDR after you decide to opt in.
- b. If you opt in to TDR, the entire contract is subject to TDR terms and conditions for the remainder of the contract, including any option periods
- c. If you opt in to TDR after your contract is awarded by submitting a Participate in TDR modification request:
 - i. The effective date will align with the beginning of the next sales reporting quarter (e.g., October 1, January 1, April 1, or July 1).
 - ii. You are required to capture transactional data beginning on the effective date of the Participate in TDR modification (e.g., October 1, January 1, April 1, or July 1)
 - iii. Price Reductions Clause liability ends effective on the 1st day of the next sales reporting quarter following the execution of the Participate in TDR mod.
- d. For more information on the TDR pilot visit the TDR page on [GSA.gov](https://www.gsa.gov).

3. Implement revision to the Offer Products and Services Training Price Proposal Templates (PPT)

- a. Products
 - i. Add new note: For highly configurable products with a large number of options (i.e. 2,500+) and/or option categories (i.e., 50+), it is recommended to publish the most popular configurations in the Product File for publishing to GSA Advantage, and maintain the pricing for other product options in the Products Price Proposal Template and publish those items to the text file. Base items or Accessories included in the PRODUCTS tab are prohibited from being duplicated and published to the text file posted on GSA eLibrary.
 - b. Services and Training
 - i. The Services Pricing tab, specifically column U, was updated with a formula to automatically populate to column D of the Fixed Escalation for Services tab - see 'Read Me First' tab for instructions.
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4. Implement revisions to the Modification Products and Services and Training Price Proposal Templates (PPT)

a. Products

- i. Revise note for EPAs against Options: For EPAs against 'Options', a modification must be issued against the base product. Use the "Options tab" to populate the increase or decrease to the applicable option, using column K, "New Price."
- ii. Add new note: For highly configurable products with a large number of options (i.e. 2,500+) and/or option categories (i.e., 50+), it is recommended to publish the most popular configurations in the Product File for publishing to GSA Advantage, and maintain the pricing for other product options in the Products Price Proposal Template and publish those items to the text file. Base items or Accessories included in the PRODUCTS tab are prohibited from being duplicated and published to the text file posted on GSA eLibrary.
- iii. Add a 'New Price' column to the Options tab

b. Services and Training

- i. The Services Pricing (A) tab, specifically column V, was updated with a formula to automatically populate to column D of the FixedSrvs-20Yr(A) tab - see 'Read Me First' tab for instructions
- ii. The Services Pricing (B) tab, specifically column V, was updated with a formula to automatically populate to column D of the FixedSrvs-20Yr(B) tab - see 'Read Me First' tab for instructions

5. Incorporate clause and provision updates, as necessary, through Federal Acquisition Circular (FAC) 2024-05 and GSAR Change 182

B: Changes to Specific Large Category, Subcategory or SIN:

1. Facilities (B):

- a. Facilities Maintenance and Repair (B02): SIN 541690E - Energy Services
 - i. Remove Four-phase Comprehensive Energy Management Solution from the SIN instructions

2. Industrial Products (E):

- a. Hardware and Tools Subcategory (E04):
 - i. SIN 332510C - Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - Catalog & SIN 332510S - Hardware Store, Home
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Improvement Center, Industrial or General Supply Store,
or Industrial Maintenance Repair and Operations (MRO)
Distributor - Store Front

1. Remove Point of Sale requirements from the SIN instructions
- ii. SIN 332510S - Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - Store Front
 1. Remove sustainable acquisition purchasing requirements of FAR 23 from the SIN Instructions
 - a. This is required for all SINs and is addressed in the Solicitation under Section III A. Terms and Conditions Related to Schedule Contract Administration.

b. Industrial Products Subcategory (E05):

- i. SIN 325320 - Pest and Animal Control Products and Services
 1. Remove Service Contract Act (FAR 22.10) and Davis-Bacon Act (FAR 22.404) applicability from the SIN instructions.
 - a. Service Contract Labor Standards (SCLS) is applicable at the Schedule level for all service offers and the Davis-Bacon Act (DBA) is not applicable under this SIN.
 2. Remove U.S. Environmental Protection Agency Comprehensive Procurement Guidelines (recycled content) program or the U.S. Department of Agriculture BioPreferred (biobased) program requirements.
 - a. This is required for all SINs and is addressed in the Solicitation under Section III A. Terms and Conditions Related to Schedule Contract Administration.

3. Transportation and Logistics Services (K):

- a. Package Delivery Subcategory (K03): SIN 492110 - Package Delivery and Freight Trucking & SIN 492210SB Local Courier Delivery Services (SBSA)
 - i. Add Page Location and Country of Origin columns to the required SIN template
 - b. Transportation of Things Subcategory (K05): SIN 485 - Ground Transportation and SIN 532111 - Automotive Equipment Rental and Leasing - Rental Supplemental Vehicle Program (RSVP)
 - i. Add Page Location and Country of Origin columns to the required SIN templates
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4. Travel (L):

- a. Employee Relocation Subcategory (L01): SIN 531 - Employee Relocation Solution
- b. Lodging Subcategory (L02): SIN 531110 - Long Term Lodging
 - i. Add Page Location and Country of Origin columns to the required SIN templates

C: Changes to Modification and mass modification guidance:

1. Revisions to Multiple Award Schedule (MAS) Modification Guide and Sample cover letters on gsa.gov

- a. Add Joint Venture (JV) requirements (MAS Mod Guidance and sample cover letters)
- b. Pricing terms document (Add SIN requirement in MAS Modification Guidance)
- c. FCP guidance for various modifications/actions where there is a change to standard modification requirements (MAS Modification Guidance)

Added Clauses

Begin Regulation

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for

participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

- (i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

- (i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
- (ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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Contracting Officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

Updated Clauses

Begin Regulation

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL

2020) ALTERNATE I (MAY 2024) (DEVIATION)

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

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

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

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

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

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

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

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

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

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

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

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

(A) Issuance of an invoice; or

(B) Receipt of payment.

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

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

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

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

(12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee.*

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

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

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

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

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

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

Deleted Clauses

Begin Regulation

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (OCT 2022) (DEVIATION)

- (a) Offers are solicited only from—
- (1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—
- (i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;
- (2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or
- (3) A joint venture—
- (i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
 - (ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
 - (iii) That complies with 13 CFR 124.513(c).
- (b) By submission of its offer, the Offeror represents that it meets the applicable criteria
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set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.
(End of clause)

Begin Regulation

52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(a) Definitions. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs;
and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 26.505, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

Vendor Fill In Clauses

Added SINS

SIN#	SIN Title
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Deleted SINS

SIN#	SIN Title
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