



GSA Greater Southwest Region

May 5, 2016

Dear GSA Partner,

In the last year, the Multiple Award Schedule (MAS) program has responded to numerous Freedom of Information Act (FOIA) requests and Congressional Inquiries from members of the U.S. Congress regarding failed compliance to Trade Agreements Act and Made In America designation. In each case, the allegations have been confirmed and product has been determined to not be made in the U.S.A and/or to be made in a Country of Origin (COO) that is not sanctioned by Trade Agreements Act.

Incorporated in your Multiple Award Schedule contract(s) are the following Clauses:

Clause 52.212-3, Offeror Representations & Certification – Commercial Items (Nov 2013). Paragraph (g)(5)(i) of this clause states:

The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

Clause 52.225-5, Trade Agreements (Nov 2013), provides a listing of "Designated Countries". Products manufactured in any country(ies) not listed are not TAA compliant and therefore cannot be awarded or allowed to remain under MAS contracts if the country of origin has changed since award.

The continued reoccurrence of non-compliant product threatens the integrity of the MAS contracts and GSA Advantage! website which federal customers rely on to make daily purchases that are compliant with the Federal Acquisition Regulation (FAR). This threat cannot be tolerated for the good of the federal procurement community, MAS business line, and continued success of a primary system you rely on to serve federal customers.

GSA has determined that it is in the best interest of all parties to require that each vendor review their total offering of product and:

- a) Submit a spreadsheet that verifies the COO for each product approved on your GSA contract. For any item found to be manufactured in the United States or a TAA Designated Country, provide a copy of the Certificate of Origin **OR** certification from manufacturer on official letterhead verifying the product(s) they supply are compliant with Trade Agreements Act.

You must provide this proof via email to the Contracting Officer listed below within 5 business days and no later than Close of Business (COB) **(May 12, 2016)**.

b) During your review, if any awarded items are found to be manufactured in a non-TAA Designated Country you must-

- 1) Submit an eModification request to delete all non-TAA items from your contract via <https://eoffer.gsa.gov>.

Ensure you submit all required documentation and follow guidance and utilize the templates posted at the following (see your respective schedule below):

Schedule 56: <http://www.gsa.gov/portal/content/205421>

Schedule 66: <http://www.gsa.gov/portal/content/213705>

Schedule 73: <http://www.gsa.gov/portal/content/213713>

Schedule 84: <http://www.gsa.gov/portal/content/213721>

- 2) Upload a new catalog/text file in the Schedules Input Program (SIP) to delete the products from GSA Advantage by COB **(May 19, 2016)**.
- 3) Send an updated pricelist of terms and conditions to the National Schedules Information Center at NCSCcustomer.service@gsa.gov.

- Note: To insure the products are removed from GSA Advantage! please submit your SIP Upload as a Deletion file.

c) During your review, if any awarded items are found to have an incorrect COO reflected in GSAdvantage (e.g. "Made In: United States Of America") you must-

- 1) Submit a request to correct the COO listed in GSAdvantage for all items which reflect an incorrect COO in Advantage via the Schedule Input Program (SIP) by COB **(May 19, 2016)**
NOTE: Be sure to notify your Contracting Officer if you are submitting a request via the SIP which solely corrects COO designations.

- Note: To insure the products are removed from GSA Advantage! please submit your SIP Upload as a Change file.

Failure to process required actions by the required date may result in the removal of your entire GSAdvantage file.

Regardless if your firm is a manufacturer, distributor, reseller, etc., the responsibility for compliance with TAA and COO representations rests solely with the GSA Schedule contract holder. GSA Schedule contract holders have a fiduciary duty to determine compliance with the TAA and to ensure that all COO representations in GSAdvantage are accurate regardless of any information provided by your suppliers or manufacturers if you are a distributor or reseller.

In the future, any products represented as having a country of origin that is TAA compliant, but is later found to be manufactured in any non-TAA compliant countries, or is represented as Made In America but determined to not be, could result in the removal of your entire GSAdvantage file and/or subject your contract to cancellation per Clause 552.238-73.

All actions and replies as well as any questions related to this action should be completed by NLT, COB, (May 26, 2016) and forwarded to Contracting Officer Hazel L. Hartfield via email at [REDACTED].