



# Maintenance/Repair Facility Supplies

[MRO and Jansan Nextgen]

## **Request for Quotation**

**PRODUCT OF**  
GSA Region 6

**CONTACT**  
[nextgen@gsa.gov](mailto:nextgen@gsa.gov)

## Table of Contents

<b>1.0 Introduction &amp; Background</b>	<b>5</b>
Combining MRO & Jansan	5
Addressable Spend	5
<b>2.0 Goals and Objectives</b>	<b>6</b>
<b>3.0 Scope</b>	<b>6</b>
Vendor-Selected Full SIN Offering	7
Scope of Requirement: List of Special Item Numbers (SINs)	7
<b>4.0 Socioeconomic Goals</b>	<b>13</b>
Ordering Procedures	14
<b>5.0 Quote Submission Instructions</b>	<b>14</b>
<b>6.0 BPA Award Procedures</b>	<b>15</b>
Administrative Review	16
Best Value Evaluation Methodology	16
Evaluation Criteria and Selection Process	17
Non Price Factors, Go/No-Go	17
(1) AbilityOne-Authorized Distributor	17
(2) Standard delivery anywhere CONUS within six (6) business days	17
(3) OCONUS Delivery	17
(4) Order Status, GSA Advantage!®	18
(5) Order Status, All Other Platforms/Methods	18
(6) Data Reporting	18
(7) Demonstrated ability to offer Fill or Kill status	22
(8) Expedited Delivery	23
(9) Past Performance	23
(10) Subcontracting Spend Commitment, Applicable to Other than Small Business Concerns	25
Non Price Factors, Best Value Tradeoff with Price	25
(11) Socioeconomic Status	25
(12) Depth of Catalog	26
(13) Price	28
(14) Price - Tiered Pricing	30
Period of Performance and Options	31
<b>7.0 On-Ramping, Dormancy and Off-Ramping</b>	<b>31</b>

On-Ramping	32
Dormant Status	33
Off-Ramping	35
<b>8.0 Other Requirements</b>	<b>37</b>
Price Analysis	37
Berry Amendment	37
AbilityOne	37
Trade Agreements Act	38
Sustainability	38
Contractor Administration Requirements	39
Catalog Integrity Requirements	40
Price Adjustments	41
<b>9.0 Customer Service</b>	<b>41</b>
Order Placement	42
Order Responsiveness	42
Partial Orders – Fill or Kill	42
Damaged Goods	43
Option for expedited delivery for Damaged Goods Replacement	43
Order Tracking	43
Reliability	43
<b>10.0 Other Terms and Conditions</b>	<b>44</b>
Industrial Funding Fee	44
Administrative Service Fee	44
Order Minimums	44
Other Ordering Information	45
Ordering Portals	46
Government Purchase Card (GSA SmartPay)	46
Billing and Payment Requirements	46
Invoice Request	47
Issue One Invoice	47
Tax Exemption	47
Delivery Requirements	47
Freight on Board (FOB) Destination	48
Packing Slip	48
Returns	48
Restocking fees	49

Catalog Uploads	49
<b>11.0 Deliverables</b>	<b>49</b>
Program Management Review	49
Part Number Standardization	49
Points of Contact	50
Expiration Dates	50
Vendor-Maintained Data	50
<b>11.0 Quality Control</b>	<b>51</b>
<b>12.0 Other Federal Acquisition Regulation Solicitation Provisions and Clauses</b>	<b>52</b>
Provisions and Clauses Incorporated by Reference	52
Full Text Provisions and Clauses	52
<b>13.0 Attachments</b>	<b>64</b>



## 1.0 Introduction & Background

The General Services Administration (GSA) seeks to modernize, streamline and ease the use of its strategic sourcing and category management Purchasing Channel Blanket Purchase Agreements (BPAs) for our Purchasing Channel customer agencies and industry partners, giving customers a wide array of products at competitive prices, with the fastest possible delivery and reliable order fulfillment.

GSA intends to establish Blanket Purchase Agreements (BPAs) with industry partners who hold Multiple Award Schedules (MAS) 51V, 73 and/or 75 in accordance with FAR 8.4. Offerors do not need to hold all three schedules in order to quote.

### **Combining MRO & Jansan**

The current generation of the Maintenance, Repair and Operations (MRO) Federal Strategic Sourcing Initiative (FSSI) Best In Class (BIC) Purchasing Channel BPAs as well as Janitorial and Sanitation (JanSan) FSSI BIC Purchasing Channel BPAs, will be expiring soon; current expiration dates are February 2019 for MRO and July 2019 for JanSan. Rather than continue to establish each vehicle separately, GSA is merging the two solutions into one for a more efficient acquisition vehicle and an improved customer experience. The Maintenance/Repair Facility Supplies BPAs solution will replace the previous MRO and JanSan Purchasing Channel BPAs with a more streamlined approach for government customers, industry, and GSA alike.

This vehicle will primarily be used by Government Purchase Card holders to purchase commercial items in a fast, efficient manner in order to meet their agency mission.

### **Addressable Spend**

GSA has estimated the annual addressable spend (ie, percentage of the overall MRO and Jansan federal market) that is capturable by the new M/RFS acquisition, at the following amounts, by legacy commodity group:

JanSan	\$483,490,000
MRO	\$973,940,000

Total	\$1,457,430,000
-------	-----------------

Please note that the above numbers were based on a data pull from FPDS-NG using NAICS codes for each of the respective (legacy) MRO and JanSan categories. As a reminder, the majority of spend generated through the legacy MRO and JanSan vehicles are for items below the Micro-Purchase Threshold (MPT) as they are generally credit-card based vehicles; items below MPT are not required to be entered into FPDS-NG. As such, a larger addressable spend is possible.

Aside from the addressable spend, GSA estimates a dollar value on this solution at \$1.3 billion (slightly less than the addressable spend).

## 2.0 Goals and Objectives

The Maintenance/Repair Facility Supplies BPAs follow many of the goals of strategic sourcing and category management:

- Achieve the lowest possible prices with outstanding order fulfillment across a broad scope of facilities maintenance and repair products;
- Provide agencies a vehicle to meet their socio-economic goals, using a small business pool and other socioeconomic evaluation preferences for BPA awards;
- Offer six (6) business day delivery as standard, and other flexible shipping options (expedited, next day, other);
- Low minimum order dollar value to purchase;
- On and off ramping of Contractors and greater opportunities for small business to compete at the highest levels of government procurement; and
- Make it easier for federal government buyers to get the items they need, quickly and at a competitive price.



## 3.0 Scope

In line with the goals of strategic sourcing and category management and to help agencies increase their Spend Under Management (SUM), this solution aims to make it easier for agency buyers (purchase card holders) to buy their products from Contractors as efficiently as possible from as broad a scope of facility maintenance supplies as possible.

**Vendor-Selected Full SIN Offering**

The full scope of this requirement is defined as any product on a contractor’s Multiple Award Schedule (MAS) under any of the Special Item Numbers (SINs) listed below that they choose to quote on for the BPA. Offerors will select the SINs that they quote on for the BPA. Offerors are not required to offer every SIN that they hold on their MAS, even if in-scope of the BPA.

After the BPAs are awarded, all items that are approved for sale at the MAS level under the Contractors’ selected SIN(s), shall be added at the BPA level by the contractor, and the contractor shall fulfill all orders for BPA items in compliance with BPA terms and conditions.

However, GSA reserves the right to remove items from the BPA, to include but not limited to the following circumstances:

- The price of a BPA item is found to be unreasonable (unusually high or low)
- Found to present a safety hazard to end user/customers
- Repeated instances of quality complaints from end customers
- The item is removed from the MAS contract for any reason<sup>1</sup>

All items quoted shall be available on the Contractor’s MAS contract prior to submitting an offer for a BPA. The MAS Modification to add the items must be **awarded** prior to adding to the BPA. GSA recognizes that item additions, deletions, and/or item description changes can occur frequently on the MAS. Contractors shall ensure product adds and deletes on the MAS level are updated for the BPA level as well, for all items in scope of the Contractor’s Maintenance/Repair Facility Supplies awarded BPA(s).

**Scope of Requirement: List of Special Item Numbers (SINs)**

The following SINs have been determined in scope for the Maintenance/Repair Facility Supplies (M/RFS) BPAs:

MAS	SIN	Sub-Category	Description
-----	-----	--------------	-------------

<sup>1</sup> Please note that delays between a MAS item delete and BPA item delete would still not allow the item be sold on the BPA during the delay

51V	105-001	Hardware Store Department	Hardware Store, Home Improvement Center, or MRO - Store Front
51V	105-002	Hardware Store Department	Hardware Store, Home Improvement Center, or MRO - Catalog
51V	341-100	Lawn and Garden Department	Lawn and Garden Equipment, Machinery, Implements, Tools, Products, and Accessories
51V	341-500	Lawn and Garden Department	Pest and Animal Deterrents and Accessories
51V	577-001	Industrial Machinery Department	Industrial Machinery and Equipment (Including Woodworking, and Metalworking Machinery), Maintenance, Accessories, and Related Services
51V	613-001	Tools Department	Tools (Power and Non-Powered), Tool Kits, Tool Boxes and Accessories
51V	639-001	Appliance Department	Domestic Appliances
51V	639-002	Appliance Department	Export Appliances
51V	834-100	Commercial Coatings, Adhesives, Sealants and Lubricants	Commercial Coatings, Removers, Adhesives, Sealants, Stains, Varnishes, Shellacs, Lacquers, Applicators, and Accessories
51V	834-900	Commercial Coatings, Adhesives, Sealants and Lubricants	Lubricants, Petroleum and Waxes
73	375 100	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Vacuum Cleaner Canister Type - Including Dry Pickup, Wet/Dry Pickup, Industrial - Hazardous Material Pickup (Mercury/Asbestos), and Hospital Usage
73	375 103	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Vacuum Cleaner Upright Type - including small and large commercial, and household
73	375 107	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial	Vacuum Cleaner Portable Hand Type



		Supplies	
73	375 117	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Carpet Cleaner, including Shampooer, Extractor, Liquid or Powder
73	375 125	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Sweeper and Scrubber - Walk-Behind Type
73	375 129	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Floor Machine - Scrubber, Striper, Polisher, Burnisher
73	375 135	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Accessories and Attachments
73	375 139	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Parts, Repair and Replacement, Miscellaneous for Cleaning Equipment
73	375 200	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Mops, Buckets, Wringers, Squeegees, Brooms, Brushes, Sponges, Scouring Pads, Wiping Rags, Cleaning Cloths, Chamois, Polishing Pads, Cleaning Products, and Related Items
73	375 321	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Powdered and Liquid Machine Warewashing (Dishwashing) Compounds and Rinse Additives
73	375 323	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Laundry Cleaner, Powdered and Liquid, and Dry Cleaning Chemicals
73	375 341	Cleaning Equipment and Accessories, Cleaning Chemicals	Floor and Carpet Chemical Products

		and Sorbents, and Janitorial Supplies	
73	375 351	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Sorbents - Non-Marine Usage Type I for Non-hazardous & Non-toxic Organic Spill
73	375 352	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Sorbents - Non-Marine Usage Type II for Hazardous and Toxic Organic Spills
73	375 353	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Sorbents - Marine Usage, Type III Non-water soluble
73	375 355	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Sorbent Accessories
73	375 356	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Sweeping Compounds
73	375 361	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Biodegradable Cleaner/Degreaser (Water Based) Non-Phenolic and Non-Petroleum - Products approved by USDA for Food Handling Areas
73	375 362	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Biodegradable Cleaner/Degreaser (Solvent Based) Non-Phenolic and Non-petroleum
73	375 363	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Cleaners/Degreasers - (Water and/or Solvent Based Detergent)

73	375 364	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Cleaner/Degreasers and Polishes - (I,I,I Trichloroethane CFC Replacement for Industrial/Electrical Applications)
73	375 368	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Gloves, Cleaning, Rubber
73	375 371	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Cleaning Chemical Dispensing Equipment and Systems
73	375 372	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Cleaning Chemicals used with Dispensing Systems
73	375 99	Cleaning Equipment and Accessories, Cleaning Chemicals and Sorbents, and Janitorial Supplies	Introduction of New Products/Services relating to Cleaning Equipment, Janitorial Supplies, Cleaning Chemicals and Sorbents
73	384 2	Recycling Collection Containers and Waste Receptacles	Office Recycling Containers and Waste Receptacles - to include Desktop/Desktop, personal use, intermediate, common work area use recycling collection containers and accessories and waste receptacles, including ash/trash combination units and accessories, and all types of interior trash can and recycle bins
73	384 4	Recycling Collection Containers and Waste Receptacles	Outdoor Recycling Containers and Waste Receptacles - to include exterior community use recycling containers and accessories and waste receptacles including ash/trash combination units and accessories, and dumpsters
73	384 9	Recycling Collection Containers and Waste Receptacles	Industrial Trash Storage Containers - without Compactor, Combination Industrial Trash, Storage Container with Compactor and

			Accessories
73	384 99	Recycling Collection Containers and Waste Receptacles	Introduction of New Products relating to Recycling Containers and Waste Receptacles
73	476 12	Chemicals and Chemical Products	Sterilants, Surgical Scrubs, and Related Products - Including liquid disinfectants that are sporicidal, and are suitable for use on hospital equipment, surgical instruments, rubber and plastic objects. Also includes specialized kits for blood, serum, and/or associated body fluid spills
73	476 13	Chemicals and Chemical Products	Disinfectants
73	507 2	Chemicals and Chemical Products	Permanent/Disposable dispenser housing and refills for the control of general institutional airborne odors, smoke, and sanitizing surfaces - May be dispensed either actively or passively. This product must be registered with the Environmental Protection Agency
73	507 4	Chemicals and Chemical Products	Toilet Bowl Cleaner, liquid, powder, and/or gel and product - for the effective treatment and deodorization of pit toilets, vault toilets, holding tanks, portable toilets, and re-circulating toilets when used in accordance with label instructions.
73	507 8	Chemicals and Chemical Products	Sanitizers for Food Handling Areas - liquid, powder, gel, aerosol, pump spray. - Products must be USDA and EPA registered
73	507 99	Chemicals and Chemical Products	Introduction of New Products related to chemicals and chemical products
73	658 1	Chemicals and Chemical Products	Includes products for water purification, waste water, sewage treatment and bioremediation. Products for human consumption, swimming pools, and/or spas

73	681 1	Chemicals and Chemical Products	Road Stabilization/Ice Melting Chemicals or Chemical Formulations and Aircraft Deicers - Including: commercial non-hazardous chemicals/formulations designed primarily for road stabilization or to safely melt/remove ice from roadways, walkways, runways, aircraft wings, and roofs with minimal negative environmental impact.
73	852 1	Toiletries, Personal Care Items, Linens, and Lodging and Hospitality Supplies	Toiletries - Including but not limited to: Hand Cleaners, Shampoo, Hair Rinse, Hair Conditioner, Body Wash, Lotions, Shaving Cream, Soap, Mouthwash, Toothpaste, Toothbrushes, Ointments and Wipes
73	852 2	Toiletries, Personal Care Items, Linens, and Lodging and Hospitality Supplies	Personal Care Articles - Including, but not limited to: Barber Supplies (Razor Blades, Razors, Clippers), Shoe Polish and Saddle Soap, Combs and Brushes, and Salon Supplies (Blow Dryers and Curling Irons) and miscellaneous
73	852 4	Toiletries, Personal Care Items, Linens, and Lodging and Hospitality Supplies	Hospitality Wear - including but not limited to, uniforms, blazers, dress smocks, tunic tops, and other Wearables related to: Housekeeping, Guest and Staff, and Restaurant
73	852 99	Toiletries, Personal Care Items, Linens, and Lodging and Hospitality Supplies	Introduction of New Products/Services relating to toiletries, personal care articles, and hospitality supplies and services
75	75-85	Restroom Products	This includes, but is not limited to, items such as: Dispensers for Roll Toilet Tissue, Toilet Tissue, Paper Towels, Dispensers for Paper Towels, toilet seat covers, facial tissues, and soaps for restroom dispensers.



## 4.0 Socioeconomic Goals

GSA is utilizing evaluation preferences to target the vast majority of the BPAs for award to small business and socioeconomic concerns, including Service Disabled Veteran Owned Small Business (SDVOSB). See evaluation factor (11), Socioeconomic Status.

### **Ordering Procedures**

In accordance with FAR 8.405-5, agency buyer(s) who utilize the BPA may determine to set-aside orders for any of the small business concerns identified in FAR 19.000(a)(3).



## **5.0 Quote Submission Instructions**

Offers will only be accepted in eBuy. It is the offeror's responsibility to ensure that their offer is submitted before the closing date and time for quote submission. The official closing date and time is provided in the eBuy posting. Late offers will not be accepted. Due to systems limitations contractors are **highly encouraged** to submit offer packages as early as possible, in order to test and familiarize themselves with the eBuy functionality, file naming conventions, and upload size limitations. Please use size 12, Times New Roman font with 1" margins conforming to 8.5" by 11" pages for the portion of the submission that requires a narrative.

Offerors shall submit a technical offer consisting of one PDF or MS Word document that contains narrative addressing each and every one of the Go No-Go Factors (Factors 1 - 10), as well as narrative or documentation to address Factor 11. Offerors shall submit Attachment 02\_MRFS BPA Quote Sheet the contents of which will be used to evaluate the contractor for Factors 12, 13, and 14.

Offerors shall observe the maximum word and/or page limitations indicated for the applicable factors.

Offerors shall submit their quote for the BPA as a .csv file using MS Excel or similar software/program. A single file is preferred, however should a single .csv file prove insufficient for submission due to size limits, offerors may submit more than one file.

Should you encounter file size limitation for your quote sheet in the eBuy system, please attempt to send the quote file to [nextgen@gsa.gov](mailto:nextgen@gsa.gov). However please note that [nextgen@gsa.gov](mailto:nextgen@gsa.gov) has a 25mb size limitation.

If eBay does not work and if the nextgen inbox will not work, then you'll need to follow these instructions to establish a free GSA Affiliated Contractor Account (GACA), from which you can then submit your quote file to us by sharing it via Google Drive.

1. The person who will be using the GACA account creates a Gmail account at <http://mail.google.com/mail/signup>
2. Enter first name and last name
3. Enter username: must start with "GSA." then first name, last name, then Contractor name. Example: GSA.johnsmith.ConstructionSupplyco@gmail.com
4. Complete all required fields, accept the Terms of Service and submit the request
5. Set up 2-Step Verification (also known as two-factor authentication) using a smart phone that can receive simple messages

If you already have a GACA that meets the above criteria, you do not need to create a new one just especially for this quote submission.

Questions regarding the quote submission instructions or the RFQ itself should be sent to [nextgen@gsa.gov](mailto:nextgen@gsa.gov)



## 6.0 BPA Award Procedures

GSA intends to establish multiple Blanket Purchase Agreements with eligible Multiple Award Schedule (MAS) contract holders.

There are an estimated maximum number of BPAs to be established at the initial award as a result of this RFQ, and it is the goal of the Government to set-aside a certain number of BPAs for small business concerns.

Approximately 17 to 25 awardees total are anticipated under this RFQ. This will include an Unrestricted pool with approximately 2-5 awardees, as well as a small business ~~Set Aside~~ pool with approximately 15 - 20 Contractors.

GSA may establish BPAs without further communications with Contractors based on initial quotes received. Accordingly, each initial quote must be submitted in as complete a form as possible and without taking exception to any provision. GSA reserves the right to make further exchanges and communication with offerors in order to clarify or receive further explanation from the offeror about the information submitted.

BPAs resulting from this RFQ will be established on the basis of passing all of the Go/ No-Go Factors outlined herein, along with an evaluation of the Contractor's proposed item pricing.

GSA reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. GSA also reserves the right to make no awards if it is found to be in the best interest of the Government.

### **Administrative Review**

All offerors will first be reviewed for basic administrative compliance, including the following:

- All quote submission items required are completed thoroughly and accurately
- Active SAM Registration
- Active Multiple Award Schedule contract(s), for the Schedules offered under
- SINS offered under reflect those awarded to the Contractor on Schedule

Offerors will be rated as "pass" or "no pass" for this Administrative Review. Offerors must receive a "pass" rating in order to be further considered for award.

### **Best Value Evaluation Methodology**

To be considered for award, offerors must first pass all of the Go No-Go factors listed herein.

After passing these Go No-Go Factors (including Past Performance), BPAs will be selected based on the best value to the Government, using the definition of best value found in FAR Part 2.101.

Best Value to the Government will be determined by selecting quotes with the highest rating after considering the following:

1. Price Factor
2. Non-Price Factor - Depth of catalog items



### 3. Non-Price Factor - Socioeconomic evaluation

GSA will use the socioeconomic rating and the catalog depth rating in a tradeoff with price to arrive at a best value decision.

Price is significantly more important than non price factors (socioeconomic and catalog depth factors) in the tradeoff decision. The non-price factors are equal in weight.

Award decisions will be determined separately within each of the Unrestricted and the Set-Aside offeror pools.

## **Evaluation Criteria and Selection Process**

### **Non Price Factors, Go/No-Go**

Offerors must receive a 'Go' rating on all of the Go/ No-Go Factors below.

#### **(1) AbilityOne-Authorized Distributor**

The Contractor shall be an AbilityOne authorized distributor, in accordance with the U.S. AbilityOne Commission (Commission) Policy 51.540 (see [www.abilityone.com/distributors](http://www.abilityone.com/distributors)) and shall provide evidence of its AbilityOne certification for the Maintenance/Repair Facilities Supplies products under this RFQ by providing an authorization letter from the AbilityOne® Program as being an authorized product distributor. Contractors not demonstrating that they are AbilityOne authorized distributors will receive a No-Go rating and their quotation will not be considered for further evaluation. Two page maximum.

#### **(2) Standard delivery anywhere CONUS within six (6) business days**

Offerors shall provide a narrative discussion concerning how they will provide delivery within six (6) business days to any and all Continental United States (CONUS) locations to ensure reasonableness and realism. If the Contractor's narrative does not provide evidence that it can provide delivery within six (6) business days the quote will receive a No-Go rating and their quotation will not be considered for further evaluation. 500 word maximum.

#### **(3) OCONUS Delivery**

The offeror shall demonstrate its ability to recognize orders ultimately bound for overseas and ability to comply with marking, packing, and labeling requirements. In evaluating overseas

capability, GSA will first examine information confirming that the offeror recognizes which orders are bound for overseas delivery (for example, those orders going through a DoD consolidation point), including a brief description of their order fulfillment process. Second, GSA will examine information to show that offerors are able to correctly mark, pack, and label the orders to successfully meet OCONUS delivery requirements. Offerors shall submit a sample military shipping label and packing list for this factor. If the offeror does not provide evidence that it can recognize and process orders ultimately bound for overseas and the ability to comply with marking, packing, and labeling requirements, the quote will receive a No-Go rating and their quotation will not be considered for further evaluation. Two pages maximum.

#### **(4) Order Status, GSA Advantage!®**

Contractor shall demonstrate the ability to provide order status through GSA Advantage!® The quotation shall demonstrate that the Contractor has the ability to provide order status and tracking capabilities through GSA Advantage!®, and will indicate how it will meet this requirement. If the Contractor is unable to provide sufficient narrative evidence in their quotation that their system is able to provide order status and tracking for Federal customer agencies through GSA Advantage!®, then the Contractor will receive a No-Go rating and their quotation will not be considered for further evaluation. 500 word maximum.

#### **(5) Order Status, All Other Platforms/Methods**

Offerors shall demonstrate the ability to provide order status for all orders, whether fulfilling orders through Contractor operated website, phone, fax, email, or any other method/platform used to fulfill orders. The quotation shall demonstrate that the Contractor has the ability to provide order status and tracking capabilities through these other methods if they choose to use them and will indicate how it will meet this requirement. Contractors shall also state which of the methods they intend to use, as part of the response to this factor. If the Contractor is unable to provide sufficient narrative evidence that they can provide order status and tracking for Federal customer agencies through all of the methods that they intend to use for order fulfillment, their quotation will receive a No-Go rating and not be considered for further evaluation. 500 word maximum.

#### **(6) Data Reporting**

The data reporting burden has been greatly reduced from the generation one requirement, from 39 data points to just 20. Those 20 fields are below:

	Data Element	Data Element Origin	Explanation
1	Contract or Blanket Purchase Agreement (BPA) Number	TDR Required / On Original MRO & JanSan BPAs	Enables GSA to track sales to specific BPAs and break out MRFS from non-MRFS spend in GSA systems. For order disputes or other concerns and for tracking sales information, this also provides information.
2	Delivery/Task Order Number/Procurement Instrument Identifier (PIID)	TDR Required	This is the number an agency customer will need to track back to their financial system. For above micro, PIID provides additional data to draw from in FPDS.
3	Non Federal Entity	TDR Required	Needed to capture state, local, and disaster relief purchase data.
4	Description of Deliverable	TDR Required / On Original MRO & JanSan BPAs	Enables our customers to better understand their spend/commodity types so they can strategically manage spend.
5	Manufacturer Name	TDR Required / On Original MRO & JanSan BPAs	Enables our customers to better understand their spend/commodity types and research pricing in the federal market.
6	Manufacturer Part Number	TDR Required / On	Enables customers to better understand spend/commodity types and research pricing in the federal market.

		Original MRO & JanSan BPAs	
7	Unit Measure (each, hour, case, lot)	TDR Required / On Original MRO & JanSan BPAs	Enables customer to determine size of orders for purposes of doing prices paid analysis on individual orders.
8	Quantity of Item Sold	TDR Required / On Original MRO & JanSan BPAs	Enables customers to see total purchase amounts for better managing spend.
9	Universal Product Code	TDR Required / On Original MRO & JanSan BPAs	Enables customer to better understand spend/commodity types and research pricing in federal market.
10	Price Paid per Unit	TDR Required / On Original MRO & JanSan BPAs	Shows a price point to do price comparisons
11	Total Price	TDR Required / On Original MRO & JanSan	Total amount billed - customer can deduce if shipping or Minimum Order fee was charged.

		BPA's	
12	Agency	On Original MRO & JanSan BPAs	Necessary for determining which customer made the purchase.
13	Sub-Agency	On Original MRO & JanSan BPAs	Needed by customer to determine which office made purchases; crucial for seeing and managing spend at the agency level.
14	DoDAAC/AAC/VA Station Number/Zip Code (Sub-Agency 2)	New for MRFS	Another key element for tracking spend below Agency and Sub-Agency at the request of our Commodity Team members. Essential for identifying which office made purchases. Zip Code may be submitted if none of the other fields are available.
15	Order Date	On Original MRO & JanSan BPAs	One of two data elements needed to calculate on-time delivery.
16	Fulfill Date	On Original MRO & JanSan BPAs	Second data element needed to calculate on-time data element.
17	Payment Method	On Original MRO & JanSan BPAs	Requested by Commodity Team members in order to track how items were purchased.
18	MAS Price	On Original MRO & JanSan	Helps with vendor accountability with regards to price.

		BPA's	
19	BPA Price	On Original MRO & JanSan BPA's	By using BPA price and Price Paid, can deduce if further discounts were received and if BPA price is lower than/equal to MAS price.
20	SIN	TDR Element	Determine category information and commodity type.

Contractors will use Attachment 03:MRFS BPA Excel Usage Report Template to submit their data each month, reporting the previous month’s transactional data, also known as a Usage Report. Please note that this template is subject to change based on TDR and/or FAS Sales Reporting system(s) updates.

GSA currently plans to direct BPA awardees to use the FAS Sales Reporting Portal (SRP) site, which is currently located at the following address:

<https://srp.fas.gsa.gov/>

Please note that at this time, offerors are not required to accept TDR on their MAS contract in order to quote or participate in this BPA.

Narratives must demonstrate a clear understanding of this requirement and how the offeror will accomplish it for the BPA sales; narratives that fail to express a clear understanding of this will receive a No-Go rating and not be considered for further evaluation. 500 word maximum.

**(7) Demonstrated ability to offer Fill or Kill status**

Part of GSA’s promise to customers through this vehicle is a good fulfillment experience. Key to this is accurate and timely information regarding order status.

Fill or Kill gives the customer greater choice and value from GSA, by alerting them of an order’s status (out of stock, backordered, no longer available/out of production, estimated fulfillment date if original fulfillment date cannot be met, etc) and giving the customer a choice to either accept the new fulfillment conditions (Fill) or cancel the order so they can seek fulfillment elsewhere (Kill). Contractors shall provide a backorder (aka fill or kill) notice to customers

within 24 hours of receipt of order. Customers should be allowed 72 hours for responding to fill or kill notifications. Contractors will then have 24 hours to give updated order status to the customer based on their request. Contractors need to be able to communicate order status to their ordering customers, and in turn be able to receive incoming messages that respond to a customer's requests.

Offerors shall supply evidence of a clear capability to provide Fill or Kill status at the line-item level. Narratives must demonstrate a clear understanding of this requirement and how the offeror will accomplish it during performance; if not then the quote will receive a No-Go rating and not be considered for further evaluation. 500 word maximum.

### **(8) Expedited Delivery**

Offerors shall supply narrative evidence of their ability to provide overnight delivery, second day delivery, and expedited delivery (up to 3 to 4 business days) based on the ordering customer's requests. Narratives must demonstrate a clear understanding of this requirement and how the offeror will accomplish it during performance; if not then the quote will receive a No-Go rating and not be considered for further evaluation. 500 word maximum.

### **(9) Past Performance**

Contractors will provide a statement describing their ability to perform on the contract by describing their past performance on similar efforts. This would include examples of order fulfillment excellence, such as summary-level on-time order fulfillment metrics, order volumes (dollar amounts and/or order lines), as well as commodity types/categories of product. 500 word maximum.

GSA will perform checks in the merged CPARS/PPIRS system to include at least the last three years of a Contractor's performance. GSA will also review and evaluate information in the FAPIIS system as part of the past performance evaluation. Other relevant information available including CO knowledge of Contractors' past performance on other government or commercial contracts or with other, documentable information that is readily available at hand that pertains to the Contractors past performance may be reviewed. This may include but is not limited to, a Contractor's past performance on other government projects, whether as a prime contractor, a subcontractor, or under a joint venture or teaming arrangement.

Each quote will be assigned one of the following past performance confidence assessment ratings:

**EXCEPTIONAL CONFIDENCE (GO):** The contractor's quote demonstrates the same or closely similar past performance relevant to the products required by the RFQ. Past Performance record met and exceeded many contract requirements and had few minor problems, if any. Overall, based on the contractor's performance record, the government has high confidence the contractor will successfully perform the required effort.

**VERY GOOD CONFIDENCE (GO):** The contractor's quote demonstrates closely similar past performance relevant to the products required by the RFQ. Past Performance record met and exceeded some contract requirements and had few minor problems. Overall, based on the contractor's performance record, the government has significant confidence the contractor will successfully perform the required effort.

**SATISFACTORY CONFIDENCE (GO):** The contractor's quote demonstrates relevant past performance compared to the products required by the RFQ. Past Performance met contract requirements and contains some minor problems. Overall, based on the contractor's performance record, the government has confidence the contractor will successfully perform the required effort.

**MARGINAL CONFIDENCE (No-GO):** The contractor's quote shows very limited relevant past performance compared to the products required by the RFQ. Past Performance did not meet some contract requirements and reflects consistent, systemic problems that were not remediated. Overall, based on the contractor's performance record, substantial doubt exists that the contractor will successfully perform the required effort.

**UNSATISFACTORY CONFIDENCE (No-GO):** The contractor's quote fails to demonstrate relevant past performance compared to the products required by the RFQ (there is an identifiable performance record in the quote from which to draw this conclusion). Past Performance did not meet most contractual requirements and contains serious problems. Overall, based on the contractor's performance record, extreme doubt exists that the contractor will successfully perform the required effort.

Unlike the other Go/ No-Go factors, this factor comes with a potential Neutral rating which may be assigned by the CO if relevant past performance information is unavailable. A Neutral rating will not eliminate the offeror from evaluation. A neutral will be equivalent to a rating of Satisfactory.



Offerors must receive a Satisfactory or higher rating in order to receive a Go for this rating. Offerors who receive a Marginal or an Unsatisfactory rating will receive a No-Go rating for this factor and will not be considered for further evaluation.

**(10) Subcontracting Spend Commitment, Applicable to Other than Small Business Concerns**

For Other Than Small Business (OTSB) concerns, the offeror shall submit a Subcontracting BPA commitment to exceed the subcontracting spend goals under its existing MAS contract(s) approved Subcontracting Plan. OTSB Offerors will submit their current MAS Subcontracting percentages alongside their proposed BPA Subcontracting spend commitments.

In addition, a copy of the current approved subcontracting plan shall be provided (does not count toward page limitation). Quotations that fail to provide a subcontracting goals for the BPA that exceed the MAS plan will receive a No-Go rating and will not be considered for further evaluation. Contractors must also show that they are capable of tracking their own Subcontracting spend and can provide subcontracting spend data throughout BPA performance. 500 word maximum.

**Non Price Factors, Best Value Tradeoff with Price**

**(11) Socioeconomic Status**

For each vendor who passes each of the Go No-Go factors, vendors will be assigned an adjectival rating based on socio-economic status.

Socio-economic status representations shall be consistent with the Contractor’s posted representations in the System for Award Management (SAM) website and will be verified by the acquisition team.

<b>Socioeconomic Business Status</b>	<b>Rating</b>
<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business (SDVOSB) <input type="checkbox"/> HUBZone certified by SBA	Excellent
<input type="checkbox"/> Woman-Owned Small Business (WOSB) or Economically Disadvantaged Woman-Owned Small Business (EDWOSB) <input type="checkbox"/> 8(a) certified by SBA	Very Good

<input type="checkbox"/> Veteran-Owned Small Business (VOSB) <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Small Business	Good
<input type="checkbox"/> Other than Small Business	Acceptable

Contractors with more than one certified socioeconomic status will receive just one rating based on the Socioeconomic status that would allow for the highest rating, using the chart above.

Please note that, in order to receive the Excellent rating for this factor, SDVOSB offerors for this acquisition shall be actively registered with the Veteran’s Administration Center for Verification and Evaluation (CVE) which is responsible for administering the “CVE” program, **prior to quoting** on this acquisition.

Offerors must be registered and verified in the Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>), and shall submit documentation demonstrating same active registration and certification as a VIP Verified SDVOSB. Should an SDVOSB concern not hold the CVE certification, they will receive a rating commensurate with the next-highest rating based on any additional socioeconomic status they hold outside of their non-CVE-certified SDVOSB status. If no other statuses are held, the offeror will be rated as a Small business concern and would receive a rating of Good for this factor. Three (3) pages maximum for those submitting VIP Verified SDVOSB documentation. Three hundred (300) word maximum for all others.

GSA will use the catalog depth rating and socioeconomic factor in a tradeoff with price to arrive at a best value decision. Catalog rating and socioeconomic factors are equal in weight.

**(12) Depth of Catalog**

Catalog Depth refers to the demand of the items offered. While GSA aims to provide a broad selection of items for customers, GSA must ensure that high demand items are offered. Therefore GSA will evaluate the demand of the items offered.

A catalog offering of items with greater estimated demand will be rated more highly than a catalog offering of items with lower estimated demand.

The evaluation and rating for Catalog Depth will be based on the Contractor's full MAS offering in their chosen SIN(s). Contractors shall ensure that their BPA quoted items are awarded on their MAS prior to quoting on them for the BPA. The evaluation team will review the total number of BPA items quoted to ensure that they match the full count of the contractor's MAS offering for the SINs indicated. GSA reserves the right to request clarification for discrepancies. Offerors that fail to provide a full offering (number of BPA items equal to MAS offerings in same SINs) may be removed from consideration for further evaluation, with the exception of items priced as FOB Origin on the MAS; those items may be excluded by offerors. Items that are submitted for BPA quote but are not on MAS may also be cause for removing the quote from further consideration.

The Government will assign a catalog assessment rating for depth based upon the total estimated demand of the items submitted. This demand will be based on estimated sales through gsaadvantage.gov but may also draw from other databases.

GSA will use the offeror's price quote submission to evaluate this factor. A separate submission is not required for this factor.

Using the quote sheet submitted, GSA will calculate a total estimated demand for the items on that sheet.

Taking all offeror submissions into account, GSA will then establish quartile ranges of estimated demand.

A quartile is a division of data into four defined intervals or sections based upon the values of the data and how they compare to the entire set. These sections contain 25% of the entire population. Values falling below 25% of all the data analyzed is said to be in the 1st quartile. Values falling between 25.1% and 50% are in the 2nd quartile. Values falling between 50.1% and 75% belong in the 3rd quartile. The remaining values above 75% are allocated into the 4th quartile. Quartiles will be calculated in Excel using the QUARTILE.INC function.

Based on the above calculations, each catalog offering will be assigned one of the following Depth Ratings.

**EXCEPTIONAL RATING:** The contractor's quote provides a catalog offering with estimated demand that falls above the third Quartile.

**VERY GOOD RATING:** The contractor's quote provides a catalog offering with estimated demand that falls between the second and third Quartile.

**SATISFACTORY RATING:** The contractor's quote provides a catalog offering with estimated demand falls between the first and second Quartile.

**MARGINAL RATING:** The contractor's quote provides a catalog offering with estimated demand that falls below the first Quartile.

For example, the following offerors submit a catalog with the below estimated yearly demand:

- Offeror A catalog: 1 million quantity estimated annual demand
- Offeror B catalog: 25 million quantity estimated annual demand
- Offeror C catalog: 56 million quantity estimated annual demand
- Offeror D catalog: 90 million quantity estimated annual demand

The quartiles are calculated and Q1 = 19.0m, Q2 = 40.5m, Q3 = 64.5m. Therefore, based on the sample the ratings would be:

- Exceptional - 64.5m and above
- Very Good - 40.5m to 64.4m
- Satisfactory - 19.0m to 40.4m
- Marginal - 0m to 18.9m

- Offeror A = Marginal because 1m falls below the first quartile value of 18.9m.
- Offeror B = Satisfactory because 25m falls between 19.0m and 40.4m.
- Offeror C = Very Good because 56.0m falls between 40.5m and 64.4m.
- Offeror D = Exceptional because 90.0m falls above 64.5m.

GSA will use the Catalog Depth rating and socioeconomic factor in a tradeoff with price to arrive at a best value decision. Catalog Depth rating and socioeconomic factors are equal in weight.

**(13) Price**

GSA will evaluate pricing by comparing the prices quoted to similar prices in the market. The aggregate participation of the whole of the federal environment should result in pricing that is more competitive than that which a single agency can achieve. To this end, Contractors are expected to submit their best and final pricing with their initial submission (reverse auctions will not be conducted for price evaluation of BPA award).

Each offered item with sufficiently available pricing data in the federal marketplace will be given a market threshold (MT) price against which to compare the quoted BPA price.

Not all items will have an MT due to insufficient pricing data, inconsistent data, or other factors.

GSA may exclude some items from the evaluation of a Contractor's pricing due to the inability to establish an MT. This does not mean that an item would ultimately be excluded from the BPA, only that it would be excluded from the price analysis of the Contractor's pricing using the MT method.

For items with insufficient comparative pricing data returned in order to establish an MT, GSA may analyze the price using any and all other available pricing information, including but not limited to:

- Most Favored Customer (MFC) pricing (for non-TDR MAS Contractors)
- Commercial List Price
- Past prices paid for same or similar item
- Competitive pricing

GSA may request clarification for items that are deemed to be outliers (unusually high or low) during the pricing review. GSA also reserves the right to exclude some of an offeror's items from being added to the BPAs to the extent that it benefits the Government. Such items may include, but are not limited to: Items that may overlap with offers in other GSA programs or programs of our customer agencies, or items that by their nature may pose operational or program risks for GSA.

Although GSA may clarify unusually high or low pricing (outliers), contractors should not expect an opportunity to revise their pricing after initial submission; GSA does not intend to conduct negotiations on pricing (but reserves the right to do so if found to be in the best interest of the Government). Therefore offerors are notified to **submit their best and final pricing with their initial submission.**

**The offeror shall provide the proposed catalog using Attachment 02: MRFS Quote Sheet and submit it in .CSV format.** For an item that is offered by the Contractor on more than one Schedule (51V and 73 for example) **and** at different prices, the BPA offered price for all items shall be equal or less than the Contractor's lowest offered MAS price. GSA will validate this prior to making BPA awards.

GSA will also factor demand information into the price analysis of the items offered using the known and available demand history of items sold on GSA Advantage!®. A list of the top

demand items is provided as Attachment 01 to offerors as a reference. The list contains approximately 90,000 of the highest demand MRFS items in terms of annual quantity ordered through GSA Advantage!®. The Average Yearly Demand Quantity provided is based on the last three years demand history. It is for information only to assist contractors in preparing a high demand offer. It is not to be filled in by the contractor nor submitted as part of their quote. It is not a market basket. This acquisition is not using a market basket. This file is also not a list of CLINs or requirements.

Price discounts on items with higher demand will be more favorably rated than discounts on items that have lower demand.

#### **(14) Price - Tiered Pricing**

Contractors are encouraged to propose additional aggregate tiered discounts. These thresholds will be based on a Contractor's total BPA spend from award date through date current, regardless of option year. The Tier thresholds chosen are the same for every Contractor. Thresholds are based on projected spend and are unchanged from generation one. The tier discounts quoted by the offeror will be triggered at \$12.5m, \$25m, \$37.5m, \$50m, \$62.5m. Tiered discounts will be applicable within 30 days from the end of the calendar month in which the tier is reached. Once a tiered discount threshold is reached on BPA sales, and the next tiered discount is earned, the next tiered discount shall be applied to all orders for the remaining life of the BPA.

Contractors offering tiered discounts shall notify the GSA Contracting Officer, GSA Program Officer, and/or designees in writing once a tier has been reached. GSA will track and validate the sales figures.

Quotes with greater tier discounts offered will be rated more favorably than quotes with lower tier discounts. GSA may negotiate the tiered discount with offerors prior to making award.

The tier levels, based on the sales by Contractor, are as follows:

- 1) Base: \$0 to \$12.5 million
- 2) First Tier: \$12.5 to \$25 million
- 3) Second Tier: \$25 to \$37.5 million
- 4) Third Tier: \$37.5 to \$50 million

- 5) Fourth Tier: \$50 to \$62.5 million
- 6) Fifth Tier: \$62.5 million or more

Contractors will submit their Tiered Pricing quote on Attachment 02: MRFS BPA Quote Sheet, Tiered Pricing tab.

## **Period of Performance and Options**

The period of performance for resulting BPA(s) is up to 5 years: a one year base period, followed by four 1-year option periods exercised based on:

- The performance of the Contractor (order fulfillment excellence, customer service, and other factors)
- An evaluation of Contractor sales volumes over the base and/or option period(s); and
- A determination by the CO that exercise of the option is in the Government's best interest

A Contracting Officer on the BPA will also review BPA holders in accordance with FAR 8.405-3(e) before exercising options, to determine whether:

- The underlying Schedule contract is still in effect;
- The BPA still represents the best value; and
- Estimated quantities/amounts have been exceeded and whether additional price reductions can be obtained.



## **7.0 On-Ramping, Dormancy and Off-Ramping**

A key goal of this acquisition program is for continuous improvement in the acquisition vehicle itself. GSA seeks to establish a procurement method for our customers that is responsive to changing market conditions as well as Government customer demands and program realities.

In line with these goals of customer responsiveness and continuous improvement, GSA reserves the right with subsequent On-Ramping seasons, to place greater focus on:

- small business targets or further small business goals, including goals or targets for particular socioeconomic categories;
- target Contractors in a particular commodity class based on certain types or categories of products within the Maintenance/Repair Facilities Supplies scope, factoring in customer demand
- build greater supply chain or other business capacity among its Contractor base (for example, focusing on Contractors with more proven OCONUS delivery capacity)

The business volume of each Contractor is, therefore, not set by GSA, but will be determined by the capacity of the Contractor to market its products (alongside GSA marketing teams), get its systems integrated with the relevant GSA systems and teams (GSA Advantage!®, PICS, or 3rd party software applications), and establish its reputation for excellent customer fulfillment on the GSA platform (advantage) as well as its own websites or other selling venues.

In line with this goal, GSA may employ the Dormancy and/or Off-Ramping procedures as detailed further below.

### **On-Ramping**

After the initial BPAs are established, GSA may initiate an Open Season(s) at a time to be determined, in order to add additional Contractors to the pool of BPA Holders. This is subject to the following guidelines:

1. If determined to be in the Government's best interest, the government will hold an Open Season On-Ramping session. The Open Season notice will be published in GSA eBuy in accordance with FAR Part 5, Publicizing Contract Actions.
2. GSA will post an Open Season RFQ in eBuy.
3. Any Contractor that meets the eligibility requirements set forth in the Open Season RFQ may submit a quotation in response to the RFQ.
4. Any resulting awards shall incorporate the current terms and conditions as the existing BPAs, but may adjust the evaluation criteria to better respond to GSA customer needs. Such criteria could include, but are not limited to: greater fulfillment excellence, improved on-time delivery performance requirements, more thorough requirements for customer responsiveness, greater small business and/or socioeconomic participation of a certain types(s), or an ability to source items of a particular commodity class or category.



5. GSA reserves the right to determine an appropriate minimum and/or maximum number of Open Season awardees based on available government resources, program needs, or other factors and will establish estimated numbers in the Open Season solicitation.
6. The contracting officer may determine the most appropriate use of lessons learned and best practices from the original solicitation when conducting an on-ramp.
7. The BPA period of performance for Open Season awardees shall be coterminous with the existing BPA performance period of all other contractors under the vehicle.

### **Dormant Status**

GSA is responsible for ensuring performance and compliance with the terms of the Maintenance/Repair Facility Supplies BPAs and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. Maintenance/Repair Facility Supplies BPAs must be reserved for high performing Contractors. Accordingly, if the Maintenance/Repair Facility Supplies BPAs CO determines that any requirement of Maintenance/Repair Facility Supplies BPAs is not being met a Contractor may be placed into dormant status. If dormant status is activated, the Contractor shall not be eligible to participate or compete in any further program activities, depending on the dormancy type and extent of dormancy (see below); however, Contractors placed in dormant status shall continue performance on previously awarded orders and must fulfill all orders outstanding.

Dormant status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant status is a condition that applies to the Maintenance/Repair Facilities Supplies BPAs only. Grounds for being placed in dormant status specifically include, but are not limited to trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified in the acquisition documents.

Dormancy for this acquisition is a method of ensuring consistent, reliable high performance that our customers depend upon.

Guidelines for when dormancy may be imposed on a Contractor, include but are not limited to, the following:

- 90% or lower on-time delivery percentage over a rolling 90 day period

- Validated Customer complaints on more than 5% of total orders for which the Contractor has not made resolution, including, but not limited to quality concerns, lack of timely deliveries, or other issues
- Failure to meet standards in the parent MAS contract or in the Go/No-Go Factors of this RFQ, specifically with respect to any or all of the following :
  - Good Faith Pricing
  - Quality Products
  - In-Scope Catalog Submissions
  - On-time Delivery
  - Accurate delivery, including Packaging and Marking when delivering to DoD customers

Dormant status will only be imposed after careful consideration of the situation and a reasonable amount of collaboration with the Contractor to resolve the issues. To place a Contractor in dormant status, the Maintenance/Repair Facilities Supplies CO or delegate must first send a notice to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the CO, to provide a remediation plan to correct the deficiencies/issues. If the CO is satisfied with the Contractor's response, the Contractor will not be placed in dormant status. If the CO is not satisfied with the response, or the remediation plan is not effective, the CO may issue a final decision in writing placing the Contractor in a dormant status, indicating the poor performance, non-compliance issue, or non-performance based dormancy. This communication will indicate which classes, items, or whole category(s) are placed into dormancy.

Once dormant status is activated, the Contractor shall not be eligible to receive any subsequent Purchase Orders on the items, certain commodities, or entire category(s) as indicated by the CO and **must remove those items from their BPA catalog offering and provide confirmation of same to the CO within (5) business days**; however, Contractors placed in dormant status shall continue performance on previously transmitted and active Purchase Orders outstanding from customer agencies.

Dormancy that is based on poor performance shall last no less than 30 days from initiation of the dormancy. This is a minimum time recommended to sufficiently allow the penalized vendor to:

- Take time to understand the root causes of their performance failure;
- Assemble a plan of action to prevent re-occurrence; and
- Implement their aforementioned plan of action and achieve documented results

Conditions under which vendors may be unsuspended from their Dormancy status (dormant items reactivated for sale on their BPA), include the following:

- Consistent high performance in the areas indicated for one to three months from the time of Dormancy activation; or
- Demonstrated good faith effort in the judgment of the Contracting Officer, or to his/her delegate, with respect to:
  - Responding to issues raised by the GSA;
  - Acknowledging receipt to the Contracting Officer, the Contracting Officer Representative (COR), or other as delegated, to emails or messages pertaining to new or ongoing performance issues;
  - Taking time to understand and analyze issues raised by GSA. Demonstrate an understanding of the issues raised, or a quick response and proactive effort, such as a meeting set-up to gain that understanding (no more than two business days after receipt of email concerning issue(s)), with the requisite GSA team members

After the above guidelines are adhered to in the judgment of the Contracting Officer, the CO will notify the contractor that a provisional decision to reactivate the items has been authorized based on a careful observation and documentation of the efforts made and results achieved by the contractor to resume successful performance.

The contractor may respond by accepting the decision to reactivate items and submit a plan (see below). Alternatively the contractor may choose not to accept the decision and remain in dormancy on the affected items. Contractors may choose this option if they need more time to build their business and technical operation to a level that can meet the BPA standards on a consistent basis, so as to avoid the risk of relapse into performance-based dormancy.

After acceptance of the decision to reactivate, the contractor must then issue a plan for the CO's consideration detailing:

- The root cause of the issues identified and how they as the vendor identified and then solved them in regaining their successfully demonstrated performance (minimum 200 words with maximum 1000 words)
- Their plan to ensure that, at a minimum, they remain at or above the minimum success rates outlined in the BPA (200-300 words) throughout the remaining life of the BPA.

### **Off-Ramping**

Outstanding quality, competitive pricing, and timely service are critical to this acquisition. As such, GSA reserves the unilateral right to Off-Ramp non-performing or underperforming

Contractors at the discretion of the Contracting Officer. GSA reserves the right to forego dormancy on a subset of items and move directly to Off-Ramping if found to be in the best interest of the Government. Contractors must fill any and all active orders to completion as soon as possible but no later than the delivery due date for the outstanding orders, after receiving the notice that they will be off-ramped.

Off-ramping may be considered in the following situations (but not limited to):

- Contractor no longer offers competitive pricing on a preponderance of BPA items
- Contractor fails to provide adequate performance (e.g., on-time delivery, accurate billing, fails to comply with AbilityOne program requirements, delivers items that do not match the item description as advertised on any of the platforms or ordering portals where the BPA items are offered for sale, or other factors)
- Contractor is otherwise not in compliance with the BPA terms and conditions
- Contractor is not in compliance with the MAS terms and conditions
- Contractor shows a lack of good faith effort to perform under the solution
- Contractor does not maintain a robust BPA catalog offering consistent with the initially awarded BPA catalog; for example, a Contractor whose BPA offering, through delete modification or other actions, falls to below 25% of its initial offering, may be considered for Off-Ramping
- Other factors that the Contracting Officer determines has significantly impacted the Contractor's ability to successfully perform on the BPA, and the Contractor has not successfully addressed issues

Off-ramping is a way of ending the Contractor's participation in the acquisition. Off-ramping is a more substantial level of remedy for GSA should dormancy prove insufficient to improve the Contractor's performance. Off-ramping may be accomplished using any of the following methods, to include but not limited to:

- Permitting the Contractor's Maintenance/Repair Facilities Supplies BPA term to expire instead of exercising an Option period
- After a Contractor is placed in dormant status and the Contractor has completed all previously awarded purchase orders under Maintenance/Repair Facilities Supplies BPA

- Contractors who fail to meet the standards of performance, deliverables, or compliances. GSA reserves the right to forego dormancy on some or all items, and move directly to Off-Ramping
- Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- Termination as defined in FAR Part 49

## 8.0 Other Requirements

### Price Analysis

GSA continuously evaluates its price offerings for customers to ensure that they are as competitive as possible. In line with this goal, GSA will use a variety of methods to continuously review BPA holders' price offerings. These methods may include (but not limited to) the following:

- Vertical Analysis: The price will be compared to the underlying Multiple Award Schedule contract price. BPA pricing must always be at or below the Contractor's awarded schedule contract price.
- Horizontal Analysis: This price comparison will involve comparison of like products from different sources and from historical pricing information.
- Outlier Analysis, High Prices: The Government reserves the right to negotiate quoted prices, including "outliers" or prices unusually higher than others. If a Contractor maintains that a high price is based on a single manufacturer of said item, then the Contractor must provide evidence that the supplied product is manufactured exclusively by one company, and that the price represents a reasonable margin in accordance with the Contractor's supplier agreement.
- Outlier Analysis, Low Prices: The Government will also examine outliers that are unusually low-priced to identify and eliminate potential Unit of Issue mismatches, wrong item quoted, non-TAA compliance, or other low price outlier situations.

### Berry Amendment

For DoD orders over the Simplified Acquisition Threshold (SAT), DFARS Subpart 225.7002, "Restrictions on food, clothing, fabrics, hand or measuring tools, and flags" (the Berry Amendment) shall apply.

### AbilityOne

AbilityOne authorized distributors are required to adhere to the Commission's Policy 51.541, Requirement to Purchase Products on the Procurement List instead of Essentially the Same

(ETS) Items. In accordance with that Policy, AbilityOne authorized distributors are required to remove products deemed ETS by the Commission in cooperation with GSA, from their schedule contracts and accordingly on the BPA.

This BPA requires statutory compliance with the Javits-Wagner-O'Day (JWOD) Act (41 USC §§ 8501-8506), which requires the Government to purchase supplies contained on the Procurement List maintained by the U.S. AbilityOne Commission from AbilityOne participating nonprofit agencies if available within the period required (FAR 8.704). Contractors should be an AbilityOne authorized distributor (Note: Most AbilityOne purchases by authorized distributors are through an approved AbilityOne wholesaler.)

The Contractor shall remain an AbilityOne-authorized distributor for the Maintenance/Repair Facility Supplies products during the BPA's entire period of performance. Contractors will be notified by the Commission of any change in the AbilityOne representation during the course of the BPA. In the event a commercial item becomes an AbilityOne item through addition to the AbilityOne Procurement List, or the item is deemed Essentially-the-Same (ETS) by the Commission, the BPA holder is required to automatically substitute AbilityOne items when ETS items are ordered.

Questions regarding AbilityOne should be directed to Mike Jurkowski, U.S. AbilityOne Commission, at [mjurkowski@abilityone.gov](mailto:mjurkowski@abilityone.gov) or 703-603-2117.

### **Trade Agreements Act**

BPAs require compliance with the Trade Agreements Act (TAA) of 1979 (19 U.S.C. § 2501–2581) in accordance with the terms of the Multiple Award Schedules.

### **Sustainability**

All the regulations, laws, and Government program requirements applicable to the Contractor's MAS contract will apply at the BPA level.

Contractor is encouraged to provide an extensive selection of sustainable products. Federal agencies are required to purchase sustainable products and services to the maximum extent practicable in accordance with the Government's sustainable acquisition policy, outlined in FAR subpart 23.1. As applicable, the BPA holders shall

offer sustainable products and services that comply with this policy, including:

- a. BioPreferred® and biobased designated products designated by the U.S. Department of Agriculture (USDA);
- b. Recycled content products designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (CPG) program;
- c. Energy efficient products and services, such as ENERGY STAR® certified and Federal Energy Management Program (FEMP)-designated products, identified by EPA and the U.S. Department of Energy (DOE);
- d. Environmentally preferable products or services, including environmentally sustainable electronic products, that meet or exceed specifications, standards, or labels recommended by EPA through the environmentally preferable purchasing program;
- e. Water efficient products and services, including WaterSense® certified products and services;
- f. Safer Choice labeled products;
- g. Products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons, where feasible, as identified by SNAP; and Visit the GSA Green Procurement Compilation (GPC) for a comprehensive list of sustainable product and service requirements for federal purchases.

### **Contractor Administration Requirements**

Key business requirements include:

- Provide a tracking number and carrier name with all orders;
- Provide standard delivery anywhere CONUS in six (6) business days;
- Offer overnight delivery, second day delivery, and/or expedited delivery for CONUS based on customer requests;
- Accept GSA SmartPay or Government-issued purchase card or Purchase Order
- Identify all M/RFS supplies via a standardized system using the manufacturer part number or the standard wholesaler part number.
- FedMall and GSA Advantage!®:

a. Contractor shall maintain a current catalog on GSA Advantage!® throughout the BPA's period of performance, as well as FedMall. Contractors must have any and all items added to MAS prior to offering them for addition to the BPA.

b. Contractor shall conform to terms and conditions of FedMall and GSA Advantage!®. Contractor shall submit all price changes to GSA Advantage and FedMall no later than five business days after receipt of approved price change modification.

c. Contractor shall not show commercial items and prices in its catalog on FedMall and GSA Advantage!® that have AbilityOne equivalents unless a purchase exception has been approved by the Commission. Substitutes shall be identified to the buyer at the time of order/checkout on DoD FedMall and GSA Advantage!®. If AbilityOne items are not available to meet delivery times required by the BPA, the Contractor shall contact AbilityOne partnership representative, Mike Jurkowski, at [mjurkowski@AbilityOne.gov](mailto:mjurkowski@AbilityOne.gov) (or other AbilityOne representative as indicated) to report stock-outs and request a waiver. In this event, the Contractor shall advise the customer and GSA Contracting Officer via email of any stock-outs and waivers.

d. Within 10 business days of the BPA establishment notification, Contractor shall upload the BPA catalog reflecting awarded BPA pricing to FedMall and GSA Advantage!®. Other Federal agencies also may request the BPA catalog to be uploaded to other portals as a condition of placing orders.

### **Catalog Integrity Requirements**

- Maintain consistent product offering and pricing within FedMall, GSA Advantage!®, and any other ordering channels used, such as the Contractor's own website;
- Reflect pricing that maintains the percentage discount relationship between BPA pricing at time of BPA establishment and Contractor's MAS pricing, although prices may be reduced at any time;
- Omit commercial items that are ETS as AbilityOne products, unless a waiver is granted;
- Ensure the Contractor's part number reflects the part number assigned by the product's manufacturer or the standard wholesaler;
- Prominently identify AbilityOne and environmentally sustainable products.



If the Contractor establishes its own portal or website, it shall be clear which items are covered by the BPA. Even if the Contractor carries other GSA contracts, the website shall be specific on which products are part of the BPA and which are not.

### **Price Adjustments**

Price adjustments on a BPA must be approved by the GSA BPA Contracting Officer before becoming effective. No price increases will be permitted for the first year of the BPA unless otherwise determined in the best interest of the Government. In approving any request for a price increase, the GSA BPA Contracting Officer will consider price changes to the underlying MAS contract, but will also conduct a market price comparison. The mere fact of a price increase on the Contractor's MAS contract will not be sufficient cause for approving a price increase under the BPA.

Due to price increases on underlying commodities, some contractors may require removal of some items during the first year of the BPA.

The Contractor shall ensure BPA price changes are submitted to FedMall and GSA Advantage!® within 5 business days of GSA Contracting Officer approval. As a condition of placing orders, Federal agencies may also require the uploading of the BPA catalog to other portals.

- a. At no time during the BPA's period of performance shall a product price exceed the calculated BPA price using the percentage discount established by the BPA.
  
- b. The Contractor shall charge the product price appearing in the BPA catalog at the time an order is placed, unless a more advantageous price is available to the Government, in which case the lower price shall be charged. Contractor shall consider timeframes that are required to make pricing and product changes to the BPA catalog posted to the FedMall and GSA Advantage!®



## **9.0 Customer Service**

A good customer experience is critical to successful BPA performance. GSA holds itself and its vendor partners to the highest standards of customer care and responsiveness.

The Contractor shall provide customer service that is operational, at a minimum, from 9:00 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday, except Federal holidays. Customer service personnel shall be knowledgeable of the Federal Government's purchase procedures and the terms and conditions of the BPA. The Contractor should educate agency customers on ordering methods and procedures whenever possible or as requested by the agency. Training may be provided online or by phone as well as in-person.

### **Order Placement**

The Contractor shall be able to accept orders placed via GSA Advantage!®, FedMall, telephone, fax, e-mail, in person, Contractor-operated website, and/or Vendor Portal (Order Management Services (OMS)).

### **Order Responsiveness**

For all orders the Contractor shall provide the following:

- Acknowledgement within 8 hours to the customer that the order was received;
- Acknowledgement within 8 hours of the order being shipped;
- Acknowledgement of credit returns or refunds within 48 hours of a customer's return request; and
- Out-of-stock/backorder notification within 24 hours after order placement, informing the customer when an item will be available. Customers will determine if they wish to wait for the backordered item or order from another BPA holder. If no response is received from the customer within 72 hours of notification of a backordered item's delivery estimate, the Contractor shall default to "Kill" for the line item and notify the customer accordingly.

### **Partial Orders – Fill or Kill**

Fill or Kill applies at the line-item level, not at the order level. The Contractor must:

- Notify the agency customer placing the order within 24 hours after order placement if there are any problems filling an order;
- Provide anticipated wait time; and
- Allow the customer to cancel that item or wait for the later delivery.

Notification and agreement with the customer must be in writing or through the ordering portal. The Contractor shall automatically deliver items available and notify customers within 24 hours of order placement when a backordered item can be delivered. Customers will determine if they wish to wait for the backordered item or order from another BPA holder. If no response is received from the customer within 24 hours of notification of a backordered item's delivery estimate, the Contractor shall default to "Kill" for the line item.

### **Damaged Goods**

Damaged goods are the Contractor's responsibility and liability. If ordered items are received in damaged condition, the Contractor shall ship the replacement items within 3 business days after receipt of notification of damage, at the Contractor's expense. The delivery due date of replaced items must adhere to the delivery timeframes specified in the original order (6 business days after receipt of replacement order).

The Contractor shall provide a returned merchandise authorization (RMA) and prepaid shipping label with each replacement order. The agency customer will be required to document damage on shipping documents.

### **Option for expedited delivery for Damaged Goods Replacement**

Upon receipt of Damaged Goods claim from the Customer, Contractor shall immediately inquire with the Customer if expedited delivery of the replacement items is necessary.

### **Order Tracking**

The Contractor shall maintain an order tracking system that permits the agency customer to ascertain the location of an order between the time the order leaves the Contractor's facility and delivery and acceptance at destination. The Contractor shall report order status through GSA Advantage!®, DoD FedMall, other agency-specific portal for orders placed through these sites, or via its own website, email, or other system or platform.

### **Reliability**

The Contractor shall maintain a 95 percent on-time delivery record. On a rolling 90-day basis, delivery must occur within the required timeframes for orders placed during the period.

The 95 percent on-time delivery baseline will not include any items for which the Contractor has notified the customer of stock outages or delivery problems at time of order placement.



## 10.0 Other Terms and Conditions

All terms and conditions of the Contractor's awarded GSA MAS contract are incorporated into the BPA and into the orders issued against the BPA by participating agencies. In addition, all of the terms and conditions of this BPA shall apply to all of the purchase orders made under it. In the event of an inconsistency between the provisions of the BPA and the Contractor's fulfillment policies, packing slips, or delivery methods, the provisions of this BPA will take precedence.

Regardless of fulfillment method (i.e., fulfillment from a Contractor's own warehouse, partner warehouse/drop shipping, or other method), the awarded Contractor will be held responsible for errors in marking, packing, and labeling requirements.

### **Industrial Funding Fee**

BPA sales are MAS sales therefore they are subject to the 0.75 percent Industrial Funding Fee. The fee is included in the MAS awarded price for each product and is also reflected in BPA prices. However, should this fee change in the future, BPA pricing shall be adjusted to reflect the new fee structure.

### **Administrative Service Fee**

Consistent with recent past and current GSA multi-agency-use strategic sourcing solutions, Maintenance/Repair Facility Supplies BPA sales shall also be subject to a 1.25 percent Administrative Service Fee (ASF) for all orders. The fee is included in the BPA awarded price for each product. The ASF is subject to change at the direction of GSA. BPA pricing shall be adjusted to reflect ASF changes should they occur.

### **Order Minimums**

The minimum order amount is \$25, and a BPA holder shall not be obligated to fill an order under the \$25 minimum order threshold. However, if the BPA holder

opts to accept orders below the \$25 minimum order threshold, they may do so at no charge, or, they may also charge a minimum order fee for filling such orders. In order to charge a minimum order fee, Contractors must propose a minimum order fee on the quote submission worksheet provided with the RFQ.

Note: minimum order fees cannot currently be processed on GSA Advantage!®. Orders below minimum requiring minimum order fee charge will need to be filled outside of GSA Advantage!®.

The minimum order fee will be accepted only after the GSA BPA Contracting Officer determines it fair and reasonable. In no circumstances will GSA accept a minimum order fee that is higher than a Contractor's minimum order amount.

Expedited delivery fees (3-4 business days, second day, and overnight) are in addition to and not included in the minimum order amount.

At this time, neither minimum order fees nor expedited shipping are options available on GSA Advantage!®, therefore, customers will be required to order directly with the BPA Contractor (phone, fax, Contractor website) for those purchases requiring either option. Contractors should be prepared to adapt however, as systems capabilities are ever-evolving.

### **Other Ordering Information**

The following terms apply to orders:

- Agencies may follow different processes to determine which BPA holder(s) to use, based on their goals and program objectives;
- The SDVOSB BPA awards are intended to facilitate the needs of our VA customers to set aside **orders** for SDVOSB contractors. However, SDVOSB contractors shall not be considered the exclusive domain of VA purchasers. SDVOSB offered items shall be available for purchase from all agency customers;
- Agencies are required to competitively price BPA orders for orders exceeding micro-purchase threshold;
- Agencies should request price reductions and seek further competition among the established Maintenance/Repair Facility Supplies BPA holders for unusual, unique, and

high-dollar-value purchases, and are strongly encouraged to use either GSA's E-Buy system or another electronic request for quote system to do so.

### **Ordering Portals**

In order to maximize order visibility and oversight on behalf of our customers, GSA seeks to drive as much of the Purchasing Channel ordering activity through GSA Advantage!® as possible. Contractors should become familiar with and gain access to (user ID/account) GSA's PO Portal. More information is available at:

<https://www.poportal.gsa.gov/poportal/welcome.do>

Additionally, a certain small percentage of orders may be issued by GSA's Global Supply program using the awarded Purchasing Channel BPAs as shown on GSA Advantage!®. Those orders can be transmitted to the Contractor using EDI, and/or OMS Vendor Portal (VP).

Additional information and points of contact for business transaction processing requirements for GSA Global Supply can be found at:

<http://www.gsa.gov/portal/content/151058>.

### **Government Purchase Card (GSA SmartPay)**

It is anticipated that in the vast majority of situations authorized ordering officials will pay with the GSA SmartPay or Government-issued purchase card and place orders via DoD FedMall or GSA Advantage!®. However, the Contractor shall accept other ordering methods and payment methods allowed by its MAS contract, including purchase orders, convenience checks, and cash.

The Contractor shall accept the GSA SmartPay or Government-issued purchase card as a method of payment for orders under the BPA. The GSA SmartPay or Government-issued purchase card holders shall automatically be charged the BPA prices on orders placed and shall not be required to request BPA pricing, reference a BPA or contract number, or take other action outside the placement of the order (i.e., agency customers shall not be required to sign up for a loyalty card or other BPA holder program).

### **Billing and Payment Requirements**

Contractors are required to accept the GSA SmartPay or Government-issued purchase cards for BPA orders. Personnel who provide a valid GSA SmartPay or Government-issued purchase card with the appropriate agency prefixes are presumed to be authorized to place BPA orders.

The Contractor shall place the charge against the GSA SmartPay or Government-issued purchase card only once per order upon 100 percent fulfillment, regardless of the number of shipments, with the exception of agreed-to backordered items which may be charged separately upon order fulfillment.

### **Invoice Request**

The Contractor shall automatically send an electronic copy of the invoice to the GSA SmartPay or Government-issued purchase card holder or agency customer.

### **Issue One Invoice**

The Contractor shall issue one detailed invoice to the agency customer for the total amount of an order regardless of the number of partial shipments. Contractors shall not split invoices except in the case of customer-accepted backorder shipments.

Further information about invoicing can be obtained here:

<http://apps.ocfo.gsa.gov/vendorpayment/index.htm>.

### **Tax Exemption**

Purchases made directly on behalf of the Federal Government are exempt from imposition of most taxes. In accordance with FAR 52.212-4, Taxes, the BPA price includes all applicable Federal, State, and local taxes.

### **Delivery Requirements**

Except when otherwise specified by the customer in the order, all orders shall be delivered within the contiguous United States, within six (6) business days after the Contractor's receipt of the order. For delivery of three (3) to four (4) business days, second day delivery, and next day delivery, Contractors may assess additional delivery charges.

Shipments directly overseas should be rare as most OCONUS orders should route through a Consolidation and Containerization Point, or other freight forwarder. However, in cases where direct shipment overseas is required, Contractors shall offer this to customers at the most competitive rate available. International shipping fees charged to customers are subject to review by the Contracting Officer.

### **Freight on Board (FOB) Destination**

The Contractor shall ensure delivery to locations specified by the agency customer.

### **Packing Slip**

Contractor prepares a packing slip and provides it with each order placed under the BPA. The Contractor ensures the packing slip contains the following information:

- Name of BPA Contractor;
- BPA contract number, order, or call number;
- Name of GSA SmartPay or Government-issued purchase-card holder or agency customer
- Customer's ordering activity address;
- Delivery address;
- Date of purchase;
- Itemized list of supplies shipped, including total price of the order;
- Manufacturer's part number(s);
- Model number or National Stock Number (NSN); and
- Quantity, unit price, and total price of each item shipped.
- For applicable orders, MIL STD 129 marking and labeling may be required and it is the Contractor's responsibility to recognize said orders and package, pack, mark, label, ship, and deliver them correctly, in accordance with MAS (Schedules 51V, 73, and 75) Clause 552.211-73 MARKING as well as Solicitation SCP-FSS-001-S INSTRUCTIONS APPLICABLE TO SUCCESSFUL FSS PROGRAM CONTRACTORS (APR 2018) (k)(3).

The name of the GSA SmartPay or Government-issued purchase cardholder or Government employee/agency customer and the agency name should clearly appear in all "ship-to" address blocks of packing slips and invoices.



### **Returns**

Contractor allows the return of items in the original packaging and in sellable condition up to 30 days from the date the item was delivered. Contractor shall provide a full refund, less any applicable restocking fee, for such items within 30 days of receipt of the returned item.

### **Restocking fees**

Contractor may assess a restocking fee in accordance with the established schedule restocking fee amount from their MAS contract; if the Contractor does not have a restocking fee on their MAS, there will be no restocking fee assessed on the M/RFS BPAs. There shall be no restocking fees assessed when the item is returned due to unacceptable item condition or Contractor error.

### **Catalog Uploads**

Contractor shall submit its most current full-line catalog reflecting BPA established pricing in electronic format. The Contractor shall ensure its catalog upload contains pictures of all products added to the GSA Advantage!® website in accordance with the most recent version of the SIP user guide<sup>2</sup>.



## **11.0 Deliverables**

### **Program Management Review**

The GSA BPA Contracting Officer, GSA Program Officer, and/or designees, will stay in regular contact with the BPA holders as needed, to include regularly scheduled meetings at GSA's discretion, or ad hoc meetings as needed depending on changing program or acquisition priorities. Such meetings will be held in person, by webinar, and/or conference call and may include multiple BPA holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA holders.

Some major participating Federal agencies may establish a central program management function. Such customer agencies may request their primary Maintenance/Repair Facility Supplies Contractors' suppliers to participate in agency program review meetings on a periodic basis.

---

<sup>2</sup> Currently available at <https://vsc.gsa.gov/sipuser/files/SIP-Instructions.pdf>

### **Part Number Standardization**

Part number standardization is an ongoing goal of GSA's Federal Acquisition Service (FAS). Standardizing part numbers facilitates direct comparisons of offered products against the manufacturer's part number or the standard wholesaler part number, and over the length of the BPAs, will aid GSA in driving down prices, and will aid the Contractor in obtaining better pricing from its supplier(s). Only original manufacturer part numbers or standard wholesaler part numbers will be permitted.

GSA expects correct and timely submissions from Contractors that reflect a good faith effort to control for part number duplication in their own catalog uploads as well as collaboration with GSA and Contractors to mitigate part number duplication issues. Contractors will be expected to work closely with their MAS COs to add in-demand products of both our DoD and non-DoD customers. Again, a Contractor's items must be available on their MAS contract before they can be added to the BPA.

### **Points of Contact**

The Contractor shall provide the Contracting Officer, Project/Program Officer, or designees with a primary and alternate point of contact (POC) within four (4) business days after establishment of the BPA. The Contractor shall provide updated information for POC/alternate as changes occur.

Within 10 business days after establishment of the BPA, the Contractor shall submit and/or upload to GSA Advantage!® an electronic format of its most current full-line catalog reflecting BPA-awarded pricing (Microsoft Excel spreadsheet) to the Contracting Officer, Program Officer, or designee(s).

### **Expiration Dates**

The Contractor shall monitor the expiration dates of its MAS contracts and notify the BPA Contracting Officer and/or Program Officer(s) in writing no less than **180 days** prior to the expiration of the Contractor's current MAS contract period to ensure adequate planning is allowed. In accordance with FAR 8.405-3(d)(3), contractors may be awarded a BPA that extends beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

### **Vendor-Maintained Data**

Depending on customer feedback received, GSA may at any time during performance, request more detailed information from Contractors regarding their on-time performance, packaging and marking performance, non-receipt inquiries or other order fulfillment issues.

Contractors are advised to keep record of delivery for orders shipped using the method of their choice. Minimum data elements that the Contractor may want to capture include:

- Order number
- Date order received
- Promised fulfillment date (ie, six business date after order receipt)
- Date shipped
- Tracking number and carrier name
- Date delivered



## **11.0 Quality Control**

The Contractor shall ensure quality control at a proper level of performance, including procedures employed throughout the BPA's period of performance, that ensure services provided conform to BPA performance standards (e.g., delivery time, etc.).

Failure of a BPA holder to adhere to the following quality tenets may result in termination of the BPA for cause. Gross failure on the basic tenets will be documented by the GSA BPA Contracting Officer, and may result in proceeding to termination prior to undertaking dormancy or employing other remedies.

- Good faith pricing: Order level prices will be consistent with the awarded BPA prices and/or discounts submitted and evaluated at the time of award. Consistent failure to demonstrate good faith in maintaining accurate pricing is unacceptable.
- Quality products: Products submitted shall conform with the product descriptions and requirements in the websites, catalogs, or any other platforms or methods where the BPA products are sold. Consistent failure to meet item description standards or consistently

deliver products that fail to meet customer expectations, or match with their descriptions as advertised, is unacceptable.

- Up-to-Date Offering: A Contractor’s BPA offering shall be consistent with its MAS offering for same SINS. BPA items shall be readily available for immediate shipment continuously to minimize out of stock situations, particularly for high demand items.
- Compliance with administrative requirements: The BPA holder will maintain compliance with all Government requirements as described in the RFQ and at the MAS levels. This includes compliance with Trade Agreement Acts as well as any other Schedule level requirements. Consistent failure to maintain compliance is unacceptable.
- Packaging, marking, and labeling: Consistent and regular failure of the BPA holder to maintain a high standard of correct packaging, marking, and labeling, especially for items shipping to military customers, is unacceptable.
- Delivery: Correct and on-time delivery, within the parameters set forth in the RFQ, must be maintained throughout the performance of the BPA. Consistent failure to accurately and timely delivery products to customers is unacceptable.

GSA may also access reports of non-receipt calls or supply discrepancy reports incoming to its national customer service center and may use this information in determining Contractor performance before exercising an option.



## 12.0 Other Federal Acquisition Regulation Solicitation Provisions and Clauses

### Provisions and Clauses Incorporated by Reference

Provision or Clause	Title	Date
52.204-2	Security Requirements	(Aug 1996)
552.233-70	Protests Filed Directly with the General Services Administration	(Mar 2000)
552.211-80	Age on Delivery	(Feb 1996)
G-FSS-908	Placement of Orders If Contractor Fails To Perform	(Jun 1996)

## Full Text Provisions and Clauses

### *Provisions*

#### **52.203-2 Certificate of Independent Price Determination (APR 1985)**

- (a) The quoter certifies that --
- (1) The prices in this quotation have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other quoter or competitor relating to --
    - (i) Those prices;
    - (ii) The intention to submit a quotation; or
    - (iii) The methods or factors used to calculate the prices quoted.
  - (2) The prices in this quotation have not been and will not be knowingly disclosed by the quoter, directly or indirectly, to any other quoter or competitor before BPA award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the quoter to induce any other concern to submit or not to submit a quotation for the purpose of restricting competition.
- (b) Each signature on the quotation is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the quoter's organization responsible for determining the prices being quoted in this quotation, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the quoter's organization responsible for determining the prices quoted in this quotation, and the title of his or her position in the quoter's organization*];
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the quoter deletes or modifies subparagraph (a)(2) of this provision, the quoter must furnish with its quotation a signed statement setting forth in detail the circumstances of the disclosure.

#### **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are

defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference to its provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.

#### **52.204-6 Unique Entity Identifier (Oct 2016)**

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
  - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (3) Company physical street address, city, state and Zip Code.
  - (4) Company mailing address, city, state and Zip Code (if separate from physical).
  - (5) Company telephone number.
  - (6) Date the company was started.
  - (7) Number of employees at your location.
  - (8) Chief executive officer/key manager.
  - (9) Line of business (industry).
  - (10) Company headquarters name and address (reporting relationship within your entity).
- (End of provision)

**52.233-2** **Service of Protest** **(Sep 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_steve.kinsella@gsa.gov\_\_\_\_\_. *[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]*
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-FSS-59** **AWARD** **(APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

*Clauses*

**52.211-11** **Liquidated Damages—Supplies, Services, or Research and Development**  
**(Sept 2000)**

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$to be determined by the ordering activity per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**52.227-14**

**Rights in Data -- General**

**(May 2014)**

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

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) *Means*

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.



“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

”Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

*(b) Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
- (ii) Correct any incorrect notices.

*(g) Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

*(h) Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

*(i) Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**52.253-1**

**Computer Generated Forms**

**(Jan 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**552.217-71 Notice Regarding Option(s) (NOV 1992)**

The General Services Administration (GSA) has included an option to purchase additional quantities of supplies or services and to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual

relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

#### **552.238-74 Industrial Funding Fee and Sales Reporting.**

*Alternate I (Jun 2016).*

(a) *Definition.* "Transactional data" 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 automated 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, <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) Description of Deliverable.
- (iv) Manufacturer Name.
- (v) Manufacturer Part Number.
- (vi) Unit Measure (each, hour, case, lot)
- (vii) Quantity of Item Sold.
- (viii) Universal Product Code.
- (ix) Special Item Number (SIN)
- (x) Price Paid per Unit.
- (xi) Total Price (US\$).
- (xii) Non Federal Entity.
- (xiii) Agency**
- (xiv) Sub-Agency**
- (xv) DoDAAC/AAC/VA Station Number/Zip Code (Sub-Agency 2)**
- (xvi) Order Date**
- (xvii) Fulfill Date**
- (xviii) Payment Method**
- (xix) MAS Price**
- (xx) BPA Price**

(3) 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.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

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

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

*(7) 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.

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

(9) 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.

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

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

*(c) Industrial Funding Fee (IFF).*

(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: Acquisition Services Fund. 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 fee 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 fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee 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, FAR Part 13, FAR Part 14, or FAR Part 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) 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.

## 13.0 Attachments

- Attachment 01: GSAAdvantage Top 90k Items Demand\_MRFS
- Attachment 02: MRFS Quote Sheet
- Attachment 03: MRFS BPA Excel Usage Report Template (Please note that this template is subject to change based on TDR and/or FAS Sales Reporting system updates.)