

Request for Quotation (RFQ) #819581

For the Establishment of Government-Wide Multiple Blanket Purchase Agreements for Maintenance, Repair, and Operations Supplies

Solicited to:

GSA Multiple Award Schedule 51 V Contract Holders

Special Item Numbers (SINs) 105 001, 105 002, 550 001, 600 001, 613 001, 834 100, and 834 500

Issued by:

The U.S. General Services Administration Federal Acquisition Service Center for Innovative Acquisition Development 1800 F Street, NW., Room 3200 Washington, DC 20405

October 8, 2013

Notes to Contractors

 <u>Request for Quotation.</u> This is a Request for Quotation (RFQ) under Federal Acquisition Regulation (FAR) 8.405-2, Ordering Procedures, to establish multiple Blanket Purchase Agreements (BPAs) by FAR 8.405-3 in support of the Federal Strategic Sourcing Initiative (FSSI) for Maintenance, Repair, and Operations (MRO) supplies for Federal Government agencies. Numerous Federal agencies actively participated in the development of the requirements outlined in this RFQ as part of a formalized commodity team; numerous other agencies are expected to use the resulting solution. The General Services Administration (GSA) is in discussions with the Defense Commissary Agency (DeCA), and may authorize DeCA to use these BPAs for purchase of items for resale. In short, Contractors should understand that GSA's goal is to focus all possible Federal spend through strategically sourced solutions, and will aggressively work the policy and authorization issues required during the life of this program.

Hand in hand with the goal of focusing spend, GSA has a further goal of ensuring small business success. In furtherance of these twin goals, the following structure has been established.

During the Industry Days in January and May 2013, there were discussions about the RFQ for the FSSI MRO BPAs including three (3) basic channels, dividing the requirement into core areas of concentration. Following the Industry Days, the Government has determined that it will separate the three channels into three separate RFQs: Purchase Channel, the General Supplies and Services' (GSS) Global Supply Requisition Channel, and the 4th Party Logistics (4PL) Channel. The three separate RFQs will be covered by the FSSI MRO umbrella for administrative purposes.

This RFQ is for the Purchase Channel only. The other RFQ's will be posted in the future, as separate actions. Under the Purchase Channel, there will be a total of three (3) categories of supplies. The Government intends to establish a maximum of eleven (11) BPAs for Category One (Hardware), a maximum six (6) BPAs will be established for Category Two (Tools and Tool Cabinets) and a maximum six (6) BPAs will be established for Category Three (Paints, Adhesives, and Sealants). Each of these three (3) categories has a specified goal for the number of set aside BPAs for small business concerns.

The period of performance under BPAs resulting from this solicitation will be for a base period of one year from the date BPAs are established. There will be four one-year option periods for a total potential performance period of five years. However, a BPA shall not extend beyond the final contract expiration date (assuming no further options or failure to exercise an option) of the underlying MAS contract against which a BPA is established.

Please note: All items included in the Multiple Award Schedule (MAS) 51V Contractor's BPA quotation shall be available on the Contractor's MAS 51 V contract prior to the closing date and time of this RFQ.

- 2. The solution will be available for use by the entire Federal Government. The total spend opportunity anticipated through purchases made under the BPAs established as a result of this solicitation is estimated to be more than \$1.18 billion (\$236 million annually) for the Purchase Channel. Several agencies are making various types of commitments to make use of the resultant BPAs (see Attachment 1, Specific Agency Commitments). As agencies will not be able to formally obligate dollars prior to award, agencies have been asked to provide written letters of commitment from a senior agency official. These commitment letters are included in Attachment 1, Specific Agency Commitments.
- 3. <u>BPA Categories.</u> As part of the GSA's FY14 FSSI program for Federal Government-wide use, GSA intends to establish BPAs against MAS 51 V Hardware Superstore: Hardware Store, Home Improvement Center, or MRO Store Front, SIN 105 001; Hardware Store, Home Improvement Center, or MRO Catalog, SIN 105 002; Tools Powered, SIN 550 001; Tool Boxes, Tool Cabinets, Tool Chests and Tool Holders, SIN 600 001; Tools, Nonpowered, SIN 613 001; Commercial Coatings, Adhesives, Sealants, SIN 834 100; and Commercial Coatings, Adhesives, Sealants, and Lubricants, SIN 834 500; Stains, Varnishes, Sealers, Shellacs, and Lacquers.

These BPAs will be administered by the GSA Federal Acquisition Service, Center for Innovative Acquisition Development, located at 1800 F Street, NW, Room 3310, Washington, DC 20405. The BPAs will be established for a one (1) year base period and four (4) one (1) year option periods, for a total possible duration of five (5) years, if all options are exercised. The BPAs will be established based on a lowest price, technically acceptable basis, broken down into three (3) distinct categories for the Purchase Channel MRO supplies. These categories are as follows:

MRO Purchase Channel Categories

<u>Category One</u>: The Hardware category includes items that can typically be found at hardware or home improvement stores encompassing items used to perform a variety of maintenance and repair jobs. Examples of products represented in the Hardware category include, but are not limited to: screws, ladders, brackets, drill bits, welding equipment, hoses, valves, faucets, rollers, drop cloths, storage containers, protective goggles, earplugs, portable air conditioners, portable heaters, portable fans, humidifiers, dehumidifiers, pumps, compressors, generators, motors, lights, cables, extension cords, surge protectors, switch boxes, lanterns, flashlights, batteries, and battery chargers. The Hardware category is estimated to account for 75-85% of the overall MRO spend. GSA intends to establish a maximum of eleven (11) BPAs, eight (8) of which will be set-aside for small businesses.

<u>Category Two</u>: The Tools and Tool Cabinets category includes hand tools, power tools, and storage specifically designed for tools. Examples of products represented in the Tools and Tool Cabinets category include, but are not limited to: wrenches, shears, screwdrivers, scissors, saws, knives, hammers, drills, tool sets and kits, tool batteries, and tool cabinets. The Tools and Tool Cabinets category is estimated to account for 10-20% of the overall MRO spend. GSA intends to establish a maximum of six (6) BPAs, four (4) of which will be set-aside for small businesses.

<u>Category Three</u>: The Paints, Adhesives, and Sealants category includes substances used as paints, adhesives, sealants, and stains. Examples of products represented in the Paints, Adhesives, and Sealants category include, but are not limited to: paints, adhesives, sealants, stains, varnishes, shellacs, and lacquers, as well as small specialized tools and equipment related to painting and finishing. The Paints, Adhesives, and Sealants category is estimated to account for 4-8% of the overall MRO spend. GSA intends to establish a maximum of six (6) BPAs, four (4) of which will be set-aside for small businesses.

BPAs will be established based on a lowest price, technically acceptable basis, broken down into the three (3) distinct categories outlined above.

- 4. On May 21, 2013, GSA received approval from the U.S. Small Business Administration (SBA) for an Individual Waiver to the Non-manufacturer Rule. This waiver permits small business resellers to offer products from both small and other than small manufacturers, thus increasing small business opportunities under the BPAs.
- 5. <u>Questions.</u> Any questions concerning the RFQ must be submitted via e-mail to Glenda Lambert (<u>glenda.lambert@gsa.gov</u>) and Shaun Hankton (<u>shaun.hankton@gsa.gov</u>) (see subsection 7.2. Quote Closing Date and Time, Address for Quotation Submission, and Submission Requirements) and must be received no later than October 22, 2013, 4:30 p.m. Eastern Time (ET). Answers will be provided via eBuy to all Contractors no later than October 29, 2013, 4:30 p.m. ET.
- 6. <u>Closing Date.</u> The closing date for quotes in response to the RFQ is November 12, 2013, 4:30 p.m. ET. Quotations must be submitted in electronic format to Glenda Lambert, Contracting Officer, **and** Shaun Hankton, Contract Specialist (see RFQ subsection 7.2. Quote Closing Date and Time, Address for Quotation Submission, and Submission Requirements), as instructed herein. Quotations received after the scheduled closing date and time will not be accepted and will not be considered for establishment of a BPA. Quotations must comply with all instructions, specifications, and requirements set forth in the RFQ. Quotes failing to comply with the RFQ may be deemed unacceptable and will be eliminated from consideration. Quotation packages submitted in response to this RFQ must be delivered electronically to Glenda Lambert, Contracting Officer, **and** Shaun Hankson, Contract Specialist, at the e-mail addresses shown below. The RFQ Number solicited under GSA eBuy shall be included on the subject line of the e-mail.

glenda.lambert@gsa.gov

shaun.hankton@gsa.gov

Table of Contents

Notes to Contractors	2
1. Introduction	6
2. Background	6
3. Goals and Objectives	7
4. Scope	7
5. Requirements	10
5.1 Product Requirements	10
5.2. Requirements Related to Regulatory Compliance	11
5.3. Vendor Administration Requirements	13
5.4. Program Requirements	17
5.6. Terms and Conditions.	23
5.7. Ordering Requirements & Procedures	24
5.8. Billing and Payment Requirements	
5.9. Delivery Requirements	27
5.10. Deliverables	
6. Government Administration Considerations and Responsibilities	29
7. General Instructions for Quotation Submission	
7.1. Format for Quotation Submission	
8. Methodology for Establishing BPAs and Evaluation Criteria	
9. Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Clauses	
10. Appendix/Attachments/Exhibits/	

Blanket Purchase Agreement(s) for the FY14 Maintenance, Repair, and Operations Supplies Against Multiple Award Schedule 51 V SINs 105 001, 105 002, 550 001, 600 001, 613 001, 834 100, and 834 500

1. Introduction

The General Services Administration (GSA), continuing the initiative begun by the Office of Federal Procurement Policy (OFPP) in 2005 through its Chief Acquisition Officer's Council (CAOC) to provide for strategic sourcing on a Government-wide basis, seeks to establish Blanket Purchase Agreements (BPAs) for three (3) categories of Maintenance, Repair, and Operations (MRO) supplies against GSA's MAS 51 V, Hardware Superstore: Hardware Store, Home Improvement Center, or MRO – Store Front, SIN 105 001; Hardware Store, Home Improvement Center, or MRO – Catalog, SIN 105 002; Tools Powered, SIN 550 001; Tool Boxes, Tool Cabinets, Tool Chests and Tool Holders, SIN 600 001; Tools, Nonpowered, SIN 613 001; Commercial Coatings, Adhesives, Sealants, SIN 834 100; and Commercial Coatings, Adhesives, Sealants, SIN 834 100; and Commercial Coatings, Adhesives, Sealants, SIN 834 500; Stains, Varnishes, Sealers, Shellacs, and Lacquers.

2. Background

The Federal Strategic Sourcing Initiative (FSSI), chartered under the purview of the Federal Government's CAOC, is governed by the Strategic Sourcing Leadership Council (SSLC). The OFPP oversees the SSLC. Many agencies actively participate in FSSI through the Community of Practice and through Commodity Councils that provide user input to various FSSI procurement activities. MRO supplies are one of several commodities for which the FSSI is seeking a more effective Government-wide acquisition approach.

In December 2012, the Office of Management and Budget (OMB) and OFPP further reinforced their FSSI efforts through issuance of Memo M1302: Improving Acquisitions through Strategic Sourcing. One component of this memo directs GSA to implement no less than ten (10) new Government-wide strategic sourcing solutions; five (5) in each of Fiscal Years 2013 and 2014.

Strategic sourcing is a structured, analytical, and collaborative process for optimizing an organization's supply base while reducing total cost of ownership and improving mission delivery. A strategic sourcing effort typically involves the following activities:

- Analyze spend data;
- Analyze the market;

- Develop a strategy;
- Seek and negotiate with suppliers;
- Select and award to successful suppliers;
- Implement strategy; and
- Monitor performance.

In OMB Memorandum No. M-09-25 dated July 29, 2009, entitled Improving Government Acquisition, OMB mandated that all Federal agencies cut their procurement expenditures by 3.5 percent for both Fiscal Years 2010 and 2011 for a total reduction of 7 percent. In the Acquisition Savings Plans agencies submitted in response to this memo, many projected savings from the use of agency-wide and Government-wide strategic sourcing initiatives. The Government-wide strategic sourcing of MRO supplies under FSSI is anticipated to assist the Administration in achieving its goal of cutting \$40 billion a year from procurement spending.

3. <u>Goals and Objectives</u>

To achieve the Government's goals, the following objectives are sought through this acquisition:

- Achieve uniform prices and measurable total cost savings while maintaining or improving current service capability levels;
- Obtain significant reporting and transactional data to enable agencies to better manage their spend for MRO supplies;
- Provide agencies an available vehicle(s) to meet socioeconomic goals;
- Ensure regulatory compliance in the acquisition of MRO supplies and commodities to include the AbilityOne Program, sustainable purchase requirements, Berry Amendment, and the Trade Agreements Act;
- Align purchasing with existing agency business practices; and
- Be easy to use.

The overall goal of this acquisition is to provide Federal Government agencies with a fast and effective way to order MRO supplies and commodities at sharply discounted prices with prompt, cost-effective delivery and effective customer service, while capturing economies of scale, ensuring compliance with applicable regulations, fostering markets for sustainable technologies and environmentally sustainable products, simplifying data collection, and ensuring opportunity for small businesses.

To meet this goal, GSA intends to implement the FSSI for MRO supplies by establishing multiple BPAs against MAS 51 V (Hardware Superstore) contracts.

4. <u>Scope</u>

Interested GSA MAS 51 V Contractors are requested to submit quotes for the specific market basket items located at Attachment 2, MRO Supplies Quote Sheet (attached). The market basket is made up of historically high volume supplies procured by Federal agencies participating in this BPA action.

This RFQ is the first to be issued for the FSSI for MRO and applies to the Purchase Channel MRO Categories only. The Purchase Channel MRO consists of Hardware; Tools and Tool Cabinets; and Paints, Adhesives, and Sealants.

Purchase Channel MRO Categories

Category One: Hardware

The Hardware category includes items that can typically be found at hardware or home improvement stores encompassing items used to perform a variety of maintenance and repair jobs. The Government intends to establish a maximum of eleven (11) BPAs, eight (8) of which are intended to be set-aside for small businesses.

Ensuring small business opportunity is a prime driver under this FSSI. For this reason, a significant majority of BPAs have been reserved for small business.

Under SBA regulations, SBA's waiver of the non-manufacturer rule does not apply to HUB Zone firms. As such, HUB Zone resellers will not be eligible for award for the set-aside BPAs. Therefore, HUB Zone firms will receive a 1% price preference for the unrestricted BPAs across each channel.

This 1% preference will be calculated in the form of a price reduction of the evaluated price of the HUB Zone firm. For example:

Type of Firm	Market Basket Price	Market Basket Price with Preference
HUB Zone Firm	\$1,000,000	\$990,000
Large Business	\$995,000	\$995,000

The HUB Zone would be evaluated as the low price.

Category Two: Tools and Tool Cabinets

The Tools and Tool Cabinets category includes hand tools, power tools, and storage specifically designed for tools. The Government intends to establish a maximum of six (6) BPAs, four (4) of which are intended to be set-aside for small businesses.

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HUB Zone Firm	\$1,000,000	\$990,000
Large Business	\$995,000	\$995,000

The HUB Zone would be evaluated as the low price.

Category Three: Paints, Adhesives, and Sealants

The Paints, Adhesives, and Sealants category includes substances used as paints, adhesives, sealants, and stains. The Government intends to establish a maximum of six (6) BPAs, four (4) of which are intended to be set-aside for small businesses.

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Type of Firm	Market Basket Price	Market Basket Price with Preference
HUB Zone Firm	\$1,000,000	\$990,000
Large Business	\$995,000	\$995,000

The HUB Zone would be evaluated as the low price.

GSA will evaluate quotations of the market basket items. However, the BPA holder's full catalog of MRO supplies provided under its underlying GSA MAS contract will be included and available under the resulting BPA, with the exception of items specifically excluded from the BPA. The three (3) Purchase Channel categories are mutually distinct based on the structure of the evaluation factors assigned to each designated category as described further in this RFQ (see subsection 8.1, Non-price Evaluation Factors). Therefore, an individual product shall not be offered under more than one category.

Price quotations for the BPAs shall be inclusive of all shipping charges for the items offered under each Category. Specific delivery requirements include the following:

- Standard delivery anywhere within the Contiguous United States (CONUS) up to 5 to 7 business days (where applicable);
- Overnight delivery, second day delivery, and/or expedited delivery (up to 3 to 4 business

days) for CONUS based on the client's specific needs; and

• Delivery of BPA items Outside the Contiguous United States (OCONUS) through the Purchase Channel.

Please note: All items quoted shall be available on the Contractor's MAS 51 V contract prior to the closing date and time of this RFQ.

5. <u>Requirements</u>

Part number standardization is a key goal of this acquisition. Standardizing on part numbers will facilitate 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 manufacturer part numbers or standard wholesaler part numbers will be permitted. In the event that the same item has more than one part number, the MAS Contractor shall contact the GSA Contracting Officer for identification of the standard part number, which the Contractor shall then use in its quotation.

5.1 Product Requirements

Some participating agencies currently have established agency-specific vehicles for the purchase of MRO supplies with advantageous pricing. The aggregate participation of these and other agencies should result in pricing that is more competitive than that which a single agency can achieve. To this end, the Contractor is strongly encouraged to offer BPA prices that are lower than pricing offered to any other Federal Government agency.

MRO supplies have been divided into three (3) categories: Hardware; Tools and Tool Cabinets; and Paints, Adhesives, and Sealants. The Contractor's submission shall meet the requirements for all market basket items within each category.

5.1.1. Hardware

Provide hardware products as defined under the tab entitled Category Selection in Attachment 2, MRO Supplies Quote Sheet. Market basket items are listed in Attachment 2, MRO Supplies Quote Sheet.

5.1.2. Tools and Tool Cabinets

Provide tools and tool cabinets as defined under the tab entitled Category Selection in Attachment 2, MRO Supplies Quote Sheet. Market basket items are listed in Attachment 2, MRO Supplies Quote Sheet.

5.1.3 Paints, Adhesives, and Sealants

Provide paints, adhesives, and sealant products as defined under the tab entitled Category Selection in Attachment 2, MRO Supplies Quote Sheet. Market basket items are listed in Attachment 2, MRO Supplies Quote Sheet.

5.2. Requirements Related to Regulatory Compliance

5.2.1 AbilityOne

The BPA requires statutory compliance with the Javits-Wagner-O'Day (JWOD) Act (41 USC 46-48c), which requires the Government to purchase supplies contained on the JWOD procurement list from AbilityOne participating nonprofit agencies if available within the period required (FAR 8.704). The Contractor shall be an AbilityOne distributor for procurement list items within the market basket prior to submission of its quotation. (*Note:* Most AbilityOne purchases by authorized commercial distributors are through an approved AbilityOne distributor.)

The Contractor shall remain an AbilityOne-authorized distributor for the MRO products during the BPA's period of performance. Contractors will be notified 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 JWOD procurement list, the BPA holder is required to automatically substitute AbilityOne items when Essentially-the-Same (ETS) items are ordered.

5.2.2 Trade Agreements Act

The BPA requires compliance with the Trade Agreements Act (TAA) of 1979 (19 U.S.C. § 2501–2581).

5.2.3. Sustainability

All the regulations, laws, and Government program requirements applicable to the Contractor's MAS 51 V contract will apply at the BPA and order level.

a. Contractor is encouraged to provide an extensive selection of sustainable products. During the BPA period of performance, GSA will begin to require an automatic substitution policy to ensure the Government is buying products that foster markets for environmentally sustainable content and sustainable technologies. BPA holders shall assess the environmentally sustainable content of BPA products at least annually and refresh their product list with the highest-content products. Contractor shall provide products that conform to Comprehensive Procurement Guidelines (CPG), when applicable. For more details on the Environmental Protection Agency's CPG, please visit www.epa.gov/cpg. Contractors should note that CPGs are minimum content standards and that higher environmentally sustainable content is desired to foster markets for environmentally sustainable products and sustainable technologies.

b. Federal agencies are required by Executive Orders 13423, Strengthening Federal Environmental, Energy, and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, and the Federal Acquisition Regulation (FAR), to assess and give preference to those products deemed environmentally sustainable through the Environmentally Preferable Purchasing (EPP) program. The EPP program should improve the ability to meet existing environmental goals identified at <u>www.epa.gov/epp/</u> (see Attachment 4, EPP Product Criteria).

c. The BPA requires compliance with the Resource Conservation and Recovery Act (RCRA), Section 6002; the BioPreferred Program, Design for the Environment (DfE) Safer Product Labeling Program; Federal Energy Management Program (FEMP); ENERGY STAR; WaterSense; and Section 508 of the Rehabilitation Act of 1973; and DFARS Subpart 225.7002, "Restrictions on food, clothing, fabrics, and hand or measuring tools" (the Berry Amendment).

5.2.4 Commercial Items

The MRO supplies are identified as, and determined to be, commercial items readily available in the commercial marketplace. Consequently, the items have no inherent special capabilities and characteristics above and beyond its commercial standards. However, due to the nature of the identified MRO supplies and existing Government mandates, the following programs apply where applicable.

5.2.5 Compliance with U.S. Department of Treasury, U.S. Mint Disputes Clause - for orders placed by the U.S. MINT only:

U.S. MINT CLAUSE - DISPUTES (GP-3, OCT 2011) (THIS CLAUSE APPLIES TO THE DEPARTMENT OF TREASURY, U.S. MINT ORDERS ONLY.)

Failure to agree on any issue under the contract shall constitute a Dispute to be resolved under this clause. If the parties cannot reach an agreement after diligently pursuing a solution through negotiations, the Contractor shall submit a written claim to the Contracting Officer stating the relief sought and requesting a written decision. The Contracting Officer shall make a decision in writing within 90 days of the filing of the claim or notify the Contractor of the date by which the decision will be made. The decision of the Contracting Officer shall be binding unless the Contractor submits an appeal to the United States Mint Chief Financial Officer (CFO) within 30 days of receipt of the Contracting Officer's decision. The decision of the CFO shall be final and binding on the parties and shall not be subject to further dispute, nor subject to further administrative or judicial review or appeal. The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract, and comply with any decision of the Contracting Officer.

5.2.6 Waiver of Nonmanufacturer Rule

On May 21, 2013, GSA received approval from SBA of an Individual Waiver to the Non-manufacturer Rule. This waiver permits small business resellers to offer products from both small and other than small manufacturers under the BPAs, thus increasing small business opportunities. The waiver applies to this FSSI for MRO only and is not extended to any other program.

5.3. Vendor Administration Requirements

Key business requirements include:

- Provide real time order status;
- Offer standard delivery anywhere CONUS up to 5 to 7 business days, where applicable;
- Provide overnight delivery, second day delivery, and expedited delivery (up to 3 to 4 business days) for CONUS based on client's specific needs;
- Accept GSA SmartPay purchase card, Activity Address Code (AAC), or DOD Activity Address Code (Government to Government billing);
- Provide detailed spend and management reporting;
- Provide Level III transaction data at line item level; and
- Identify all MRO supplies via a standardized system by the manufacturer part number or the standard wholesaler part number

5.3.1. DoD EMALL and GSA Advantage!®

- a. Contractor shall maintain a current catalog on DoD EMALL and GSA *Advantage*!® throughout the BPA's period of performance. This catalog shall include all market basket items established under the BPA.
- b. Contractor shall conform to terms and conditions of DoD EMALL and GSA *Advantage*!®. The Contractor will be granted a 5 business day lead time for price changes to be effective in DoD EMALL and GSA *Advantage*!®.
- c. Contractor shall not show commercial items and prices in its catalog on DoD EMALL and GSA *Advantage*!® that have AbilityOne equivalents unless a purchase exception has been approved by the Government. Substitutes shall be identified to the buyer at the time of order/checkout on DoD EMALL and GSA *Advantage*!®. If AbilityOne items are not available to meet delivery times required by the BPA, the Contractor shall contact AbilityOne partnership representative Eric Beale at <u>ebeale@AbilityOne.gov</u> (or other AbilityOne representative later identified by the GSA Contracting Officer) to report stock-outs and request a purchase exception. In this event, the Contractor shall advise the customer and GSA Contracting Officer via email of any stock-outs and purchase exceptions.
- d. Paper catalogs, if provided by Contractor to customers, shall clearly annotate market basket items, AbilityOne items, and environmentally sustainable items.
- e. Within 5 business days of the BPA establishment notification, Contractor shall upload the BPA catalog reflecting awarded BPA pricing to DoD EMALL and GSA *Advantage*!®. Other Federal agencies also may require

the BPA catalog to be uploaded to other portals as a condition of placing orders.

The catalog shall:

- Maintain consistent product offering and pricing within DoD EMALL, GSA *Advantage*!®, and any other ordering channels used;
- Reflect pricing that maintains the percentage discount relationship between BPA pricing at time of BPA establishment and Contractor's MAS 51 V pricing, although prices may be reduced or discounts increased at any time;
- Omit commercial items that are ETS as AbilityOne products, unless a purchase exception is granted;
- Ensure the vendor's part number reflects the part number assigned by the product's manufacturer or the standard wholesaler;
- Block from view any products that do not meet BPA requirements; and
- Identify prominently offered AbilityOne and environmentally sustainable products not on the market basket list.
- f. If the Contractor establishes its own portal, it shall be clear which items are covered by the BPA. Even if the Contractor carries other GSA contracts, it must be very specific on which products are part of the FSSI MRO BPA and which are not.

5.3.2. Price Adjustments

Price adjustments on a BPA must be approved by the GSA Contracting Officer before becoming effective. No price increases will be permitted for the first year of the BPA. In approving any request for a price increase, the GSA Contracting Officer will consider price changes to the underlying MAS contract, but will also conduct a horizontal and vertical 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. The Contractor shall ensure price changes are reflected on DoD EMALL 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 DoD EMALL and GSA *Advantage!*®

5.3.3. Aggregated BPA Discounts

Contractors are encouraged to propose additional aggregate tiered discounts based on Government-wide determined aggregated dollar purchase thresholds. These thresholds will be based on aggregated BPA Government-wide spend across all categories of the full catalog for each individual BPA holder, and will include future BPAs or contracts for the Requisition and 4PL awards under the FSSI Program. Such additional aggregate tiered discounts become effective per the instructions in Attachment 2, MRO Supplies Quote Sheet. Aggregated BPA discounts will be applicable within 30 days from the end of the calendar month in which the aggregate threshold is reached. Once a tiered discount threshold is reached on cumulative purchases from all participating Federal agencies, and the next tiered discount is earned, the next tiered discount shall be applied to all orders for the remaining life of the BPA. The pricing structure shall not be reset to lower thresholds at the exercise of options.

The total-offer expected market basket cost for each category will be determined through a weighting of the proposed pricing at the base and aggregated discount tier levels as shown in the tab, "Additional Pricing" in Attachment 2, MRO Supplies Quote Sheet. Weightings and discount tier pricing levels that will be used for this evaluation are as follows:

- 1) 70 percent at base proposed pricing;
- 2) 10 percent at first aggregated discount tier pricing;
- 3) 8 percent at second aggregated discount tier pricing;
- 4) 6 percent at third aggregated discount tier pricing;
- 5) 4 percent at fourth aggregated discount tier pricing; and
- 6) 2 percent at fifth aggregated discount tier pricing

The aggregate 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

5.3.4. Reporting Capabilities

The Contractor shall have the capability to capture and provide to the GSA Contracting Officer, Level III data at point of sale (sales data at line-item level) from its order processor (e.g., merchant bank) for all purchases made with the GSA SmartPay purchase card. All Level III data shall also be available for reporting to the Government, as requested by the customer agency. The Level III data fields shall include:

- Unit Cost
- Debit/credit indicator
- Quantities
- Total purchase amount
- Unit of measure
- Payment date
- Product codes
- Merchant's name
- Product descriptions
- Merchant's city
- Ship-from Zip Code
- Merchant's state
- Freight amount
- Merchant category code/business code
- Order date
- Merchant taxpayer identification number (TIN)
- Discount amount
- 1099 status and merchant Zip Code
- Customer
- Transaction number

The fields listed above match with commercial Level III reporting requirements. All that is required of the Contractor is to transmit the required fields via their Merchant/Acquirer system, through the Card Associations processing networks. See GSA's website at <u>http://www.gsa.gov/portal/content/230153</u> for additional information regarding the data elements listed above.

The Contractor shall provide this Level III data and any reports in XML format or in standard Microsoft Office document formats as determined by the Contracting Officer, Program/Project Officer, or designee(s), as requested by the GSA Contracting Officer. The Contracting Officer may change submittal procedures from time to time, at no additional cost to the Government.

5.3.5. Customer Service

The Contractor shall provide a customer service center that is operational, at a minimum, from 9:00 a.m. to 5:00 p.m. Monday through Friday, except Federal holidays. These hours of operation shall be those of the location of the customers in the 48 contiguous United States, Alaska, Hawaii, and Puerto Rico. Customer service personnel shall be knowledgeable of the Federal Government's purchase procedures and those procedures specifically tailored to the BPA. The Contractor shall have dedicated agency managers

available to meet with Federal agency officials. The same manager may serve multiple agencies. The Contractor shall provide training on ordering to agency personnel when requested by the Agency Project Officer. Training may be provided online.

5.3.6. Point-of-Sale Discount

This BPA carries a presumption that it applies to ALL Federal sales, absent evidence that another Government contract or BPA was intended. All MAS sales are BPA sales, except for products excluded from the BPA. No later than 30 days after the effective date of the BPA, the Contractor shall provide a point-of-sale discount for all orders when payment is made through the GSA SmartPay purchase card. The Contractor shall recognize the GSA SmartPay purchase card and automatically charge a price no more than the BPA price (see Terms and Conditions, subsection 5.6.5.). The point-of-sale discount shall apply to all purchases for items covered by the BPA, except when the ordering agency specifies that it is using another acquisition vehicle (Attachment 5)

To address the Electronic Data Interchange (EDI) concerns, the BPA holder shall remove MAS prices from GSA *Advantage*!® and DoD EMall and replace them with the FSSI MRO BPA pricing. Each BPA holder shall show only its FSSI MRO BPA pricing on GSA *Advantage*!® (not including agency-specific BPA pricing that may be loaded under the BPA aisle). Contractors may propose another methodology in their quotations of ensuring that customers receive the BPA discount(s) and are encouraged to propose a methodology in their plan of accomplishment to provide point of sale discounts for all BPA orders, as required in the Go/No-Go factors.

5.3.7 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, deliverables relating to reporting submissions, etc.).

5.4. Program Requirements

5.4.1. Program Management Review

The GSA Contracting Officer, GSA Program Officer, and/or designees, shall call quarterly program review meetings for the first year and quarterly or bi-annually for the option period(s), at the Contracting Officer's discretion. Such meetings will be held in any format directed by the Contracting Officer, either in person, by webinar, or conference call and may include all BPA holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA holders. Program management review meetings will be held at no additional cost to the Government.

Some major participating Federal agencies may establish a central program management function. Such customer agencies may require their primary MRO

suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

5.4.2. GSA Program Funding Fee

The GSA Program Funding Fee reimburses GSA for the costs of procuring and administering the BPA. The GSA Program Funding Fee is comprised of the Industrial Funding Fee (IFF) due on sales under the Contractor's MAS contract and an Administrative Service Fee (ASF) due on sales under the BPA. The Contractor shall incorporate into its total BPA unit price(s) and remit to GSA in accordance with the MAS contract IFF provision, a GSA Program Funding Fee. This program funding fee shall be comprised of the GSA IFF, currently set at 0.75 percent (.0075), and an additional 1.25 percent (.0125) ASF for the BPA, for a total of 2.0 percent (.02). The GSA Program Funding Fee may be subject to revision(s) at any time, upon notice by the GSA Contracting Officer. Upon revision, the Contractor shall be required to adjust BPA prices up or down by the applicable percentage to reflect any future change in the GSA Program Funding Fee structure.

Remittance of the GSA IFF portion (.0075) of the Program Funding Fee shall be completed in accordance with the requirements of the Contractor's underlying MAS 51 V contract. Remittance instructions for the Administrative Service Fee portion (.0125) of the Program Funding Fee will be provided to the Contractor within 60 days of BPA establishment by the Contracting Officer or designee. The Government reserves the unilateral right to change remittance instructions from time to time at no additional cost to the Government, following notification by the Contracting Officer.

5.5. Reporting Requirements

5.5.1. Management Reports (Attachment 6)

On the 15th day of each month, following each monthly reporting period, the Contractor shall provide, at no cost to the Government, monthly management reports containing at a minimum, the following information:

Metric	Description
Total Aggregated Spend Volume	Total BPA sales to date across all categories for all catalog items. Total does not reset at the end of the year.
Total Monthly Sales	Total BPA sales for the month across all categories for all catalog items.
Average Order Value	The average transaction dollar value for the month.
Sales by Customer	Total Monthly Sales by Customer Agency; report both value and percentage.

Sales by Category	Total Monthly Sales by Category (Hardware, Tools and Tool Cabinets, Paints and Finishes); report both value and percentage.
Sales by Purchase Channel	Total Monthly Sales by Purchase Channel (i.e. GSA <i>Advantage</i> !®, DoD EMALL, telephone, fax, e-mail, in- person, or contractor-operated website, etc); report both value and percentage.
Purchases by Payment Method	Total of all purchases by payment method; report both value and percentage.
Sales of Products with Environmentally Preferable Content	Total Monthly Sales of Products with Environmentally Preferable Content; report both value and percentage of total sales.
Activities to Promote Purchases of Green Products	Steps taken to promote purchase of certified green items, such as: EPP, Energy Star, FEMP, Watersense, BioPreferred, etc.

The Contractor shall furnish monthly management reports via e-mail in the format to be instructed by the Contracting Officer, Program/Project Officer, or designee(s), as directed in writing and in accordance with the schedule identified in the deliverables. (See Attachment 6 for a sample template.)

5.5.2. Usage Reports (Attachment 6) On the 15th day of each month, following each monthly reporting period, the Contractor shall provide, at no cost to the Government, monthly usage reports containing the following data fields for each item purchased (Level III data):

1. Product Identification Information		
Field Name	Description	
Item Description	Text description of the product purchased	
Item Subcategory	Identifies which subcategory the product falls into (Hardware, Tools and Tool Cabinets, Paints and Finishes)	
Manufacturer Name	The brand of the manufacturer, listed as the manufacturer reports it	
Manufacturer Part Number	The part number or SKU assigned by the manufacturer, listed as the manufacturer reports it, must match part number format submitted on approved product list	

Contractor Part Number	The part number or SKU assigned by the supplying Contractor, must match part number format submitted on approved product list
UPC-A	The 12 numerical digits found on a product's barcode
Unit of Measure	The physical measurement of quantity in which the item was sold (ex. each, box, carton, gallon) abbreviated in standard two character code
Items Sold	Number of times an items was ordered during the period
Market Basket Item Flag	Identifies if the item is a part of the market basket
AbilityOne Item Flag	Identifies if the item was produced by an AbilityOne manufacturer
Berry Amendment Flag	Identifies if the item is subject to the Berry Amendment
Environmentally Preferable Content (CPG Indicator, Bio-Preferred Product Indicator, and WaterSense Product Indicator)	Specific attribute(s) and percent of environmentally preferable content
2. Product Pricing Information	
Field Name	Description
Quantity of Item Sold	The number of products purchased
BPA Price Paid	The price charged for a single unit
BPA Extended Price	Quantity of items sold x unit price
Debit / Credit Indicator	Identifies if the sales value was provided to the supplier (debit) or returned to the customer (credit)
MAS Price	The price charged for a single unit on MAS 51 V
MAS Extended Price	Quantity of items sold x unit price on MAS 51 V
Discount Amount	The difference between the MAS price and the BPA price paid

3. Transaction Information			
Field Name	Description		
Transaction Number	Each order should be identified by a vendor- generated order identification		
Order Date	The date the order was placed		
Order Fulfillment Date	The date when all products in the order were delivered to the recipient		
Sales Channel	GSA <i>Advantage</i> !®, DoD EMALL, telephone, fax, e-mail, in- person, or contractor-operated website, etc.		
Payment Method	Purchase card, purchase order, etc.		
Delivery Method	Standard, 3 - 4 days, 2 nd day, Overnight		
Shipping Weight	Weight of shipment		
Ship-from Zip Code	Zip code product was shipped from to fulfill the order		
Ship-to Zip Code	Zip code of the final destination of the order		
Shipping / Freight Charge	Shipping cost of expedited or overnight shipping		
Supplemental Fees Charge	Additional fees for orders below \$25 minimum order threshold		
4. Customer Information			
Field Name	Description		
Customer Agency	The purchasing Agency or Department		
Customer Sub-Agency	The purchasing Sub-Agency or Bureau		
5 Supplier Information			
5. Supplier Information Field Name	Decorintion		
	Description		
BPA Holder Name	Name of the BPA holder fulfilling the order		
BPA Contract Number	BPA Contract number the purchase was made under		

The Contractor shall furnish monthly usage reports uploaded directly to the Federal Strategic Sourcing Knowledge Management Portal as directed, in writing, by the Contracting Officer, Program Officer, or designee(s), in accordance with the schedule identified in the deliverables. (See Attachment 6 for a sample template.) 5.5.3. *Performance Metrics and Measurement Reporting (Attachment 6)*

On the 15th day of each month, following each monthly reporting period, the Contractor shall provide, at no cost to the Government, monthly performance metrics and measurement reports. These metrics and measurement reports will gauge Contractor's BPA performance. The report will be used to evaluate areas that include, but are not limited to:

1. Adherence to Delivery Schedule

Schedule Versus Actual Delivery Dates by Transaction

2. Meeting BPA Terms and Conditions

Detailed Report of Terms-and-Conditions Complaints Reported By GSA or BPA Customers

3. Ensuring Adequate Inventory Levels

Number and Percent Of Line Items with Fill or Kill Invoked at Task Order on All Pools

Number and Value Of Items Cancelled Under Fill or Kill

4. Meeting Reporting Requirements

Date Required Reports Delivered

Identification of Delinquent Reports and Reason For Deficiency

5. Product Damages And Returns

Volume and Value of Damaged and Returned Products

Number of Instances of Damaged and Returned Products

Resolution of Damaged and Returned Issues

6. Environmentally Preferable Content Where Applicable

Products Offered with Environmentally Preferable Content

Products Refreshed for Higher Environmentally Preferable Content (Content To/From)

Products with No Environmentally Preferable Content Available

7. Customer Satisfaction

Annual Customer Satisfaction Survey

The Contractor shall provide to the Contracting Officer in its monthly report performance metrics and measurements at the aggregated BPA level. The Contractor shall also provide reports at the individual agency level that reflect the purchases made by the agency. The Contractor shall furnish reports in format as directed, in writing, by the Contacting Officer, Project/Program Officer, or designee(s), in accordance with the schedule identified in the deliverables. (See Attachment 6 for a sample template.)

5.6. Terms and Conditions.

- 5.6.1. The market basket items may be revised as dictated by market conditions and fluidity. This requirement shall occur at least semi-annually; frequencies may be revised in the future. Pricing for replacement items shall be based on the lower of (1) the same percentage discount from the Contractor's MAS 51 V contract as the item being deleted, or (2) the result of updated pricing proposals for revised market baskets.
- 5.6.2. The Contractor may elect to accept orders below the minimum order amount (see Order Minimum, subsection 5.7.6.) and may require customers to pay a processing fee for any order below the minimum. The Contractor shall indicate processing fee on Attachment 2, MRO Supplies Quote Sheet.
- 5.6.3. It is anticipated that in the vast majority of situations authorized ordering officials shall pay with the GSA SmartPay purchase card and place orders via DoD EMALL 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.
- 5.6.4. The Contractor shall accept the GSA SmartPay purchase card as a method of payment for orders under the BPA. GSA SmartPay purchase card holders in the 48 contiguous United States, Alaska, Hawaii, Puerto Rico, and international locations (OCONUS) may use the BPA for the purchase of MRO supplies. Payment via the GSA SmartPay purchase card shall automatically trigger BPA pricing.
- 5.6.5. The GSA SmartPay 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).
- 5.6.6. The Contractor shall provide the Contracting Officer, Project/Program Officer, or designees with a primary and alternate point of contact (POC) within 3 to 4 business days after establishment of the BPA. The Contractor shall provide updated information for POC/alternate as changes occur (Attachment 5).
- 5.6.7. Within 10 business days after establishment of the BPA, the Contractor shall submit an electronic format of its most current printed full-line catalog reflecting

BPA-awarded pricing (Microsoft Excel spreadsheet) to the Contracting Officer, Program Officer, or designee(s), as directed (Attachment 5).

- 5.6.8. The Government reserves the right to cancel a BPA at any time if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing, AbilityOne substitutions, item quality), or the BPA holder is otherwise not in compliance with the BPA terms and conditions. Unsatisfactory performance by a BPA holder will be documented by the ordering office and conveyed to GSA's FAS and the BPA's Contracting Officer for remediation.
- 5.6.9. The Contractor shall notify the Contracting Officer and Agency Progam Officer(s) no less than 60 days prior to the expiration of the Contractor's MAS 51 V contract. The BPA's period of performance will not extend beyond the expiration date of the Contractor's MAS contract.
- 5.6.10. The terms and conditions of this BPA shall apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's packing slip, the provisions of this BPA will take precedence.
- 5.6.11. All terms and conditions of the Contractor's awarded GSA MAS 51 V contract shall apply to the BPA and orders issued against the BPA by participating agencies. The terms and conditions of the Contractor's MAS 51 V contract shall prevail over the BPA and all orders, with the exception of the U.S. Mint Clause Disputes, which applies to orders placed by the U.S. Mint only. The lower prices in the established BPA shall take precedence over current MAS prices. Additionally, delivery terms in the BPA are applicable to BPA orders.

5.7. Ordering Requirements & Procedures

5.7.1. Order Placement

The Contractor shall accept orders placed via telephone, fax, e-mail, in person, or Contractor-operated website. It is anticipated that the vast majority of orders will be through DoD EMALL and GSA *Advantage*!®.

5.7.2. Order Responsiveness

For any orders placed as outlined above, the Contractor shall provide the following:

- Electronic acknowledgement within 8 hours to the customer that the order was received;
- Electronic acknowledgement within 8 hours of the order being shipped;
- Electronic acknowledgement of credit returns or refunds within 48 hours; and
- Out-of-stock/backorder notification within 24 hours informing the customer when an item will be available. Customers will determine if they wish to wait for the back-ordered item or order from another BPA holder. If no response is received from the customer within 24 hours of

notification of a back-ordered item's delivery estimate, the Contractor shall default to "Kill" for the line item.

5.7.3. 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 if there are any problems filling an order;
- Provide any 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 back-ordered item can be delivered. Customers will determine if they wish to wait for the back-ordered item or order from another BPA holder. If no response is received from the customer within 24 hours of notification of a back-ordered item's delivery estimate, the Contractor shall default to "Kill" for the line item.

5.7.4. Damaged Goods

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

5.7.5. 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 EMALL, or the agency-specific portal for orders placed through these sites.

5.7.6. Order Minimum

The minimum order amount shall be \$25. The 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 charge a convenience fee as outlined in Attachment 2, MRO Supplies Quote Sheet. Expedited delivery fees (3-4 business days, 2nd day, and overnight) are in addition to and not included in the minimum order amount.

5.7.7. Other ordering information

The following terms shall apply:

- Agencies may follow different processes to determine which BPA holder(s) to use, based on their goals and program objectives. For example, some agencies may want to use a combination of a requisition based solution, a 4PL solution, and a purchase channel solution.
- Agencies may place orders for less than \$3,000 directly, without competition or comparative price analysis;
- Agencies are required to comparatively price BPA orders within the applicable category for orders exceeding \$3,000;
- Agencies are required to request price reduction and seek further competition among the established FSSI MRO BPA holders for unusual, unique, and high-dollar-value purchases, and are strongly encouraged to use either GSA's E-Buy system or a reverse auction to do so.

5.8. Billing and Payment Requirements

5.8.1. Acceptance of Governmentwide Purchase Cards (GSA SmartPay purchase cards) Contractors are required to accept the GSA SmartPay purchase cards for BPA orders. Personnel who provide a valid GSA SmartPay 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 purchase card only once per order upon 100 percent fulfillment, regardless of the number of shipments, with the exception of agreed to back-ordered items which may be charged separately upon order fulfillment.

5.8.2. Acceptance of Orders using Other than GSA SmartPay Purchase Card When a GSA SmartPay Purchase Card is not used, the Contractor shall restrict purchases to customer agency Contracting Officers.

5.8.3. Invoice Request

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

5.8.4. 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. No split invoices are authorized.

5.8.5. 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.

5.9. Delivery Requirements

5.9.1. Delivery

Except when otherwise specified by the customer in the order, all orders shall be delivered via ground transportation within the contiguous United States, within 5 to 7 business days after the Contractor's receipt of the order. Requirements for expedited delivery of 3 to 4 business days, second day delivery, and next day delivery may be subjected to additional delivery charges, as separately priced (see Attachment 2, MRO Supplies Quote Sheet).

5.9.2. Freight on Board (FOB) Destination

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

5.9.3. Packing Slip

The Contractor shall prepare a packing slip and provide it with each order placed under the BPA. The Contractor shall ensure the packing slip contains the following minimum information:

- Name of BPA Contractor;
- BPA contract number, order, or call number;
- Name of GSA SmartPay purchase cardholder or agency customer
- Customer's ordering activity address;
- Delivery address;
- Date of purchase;
- Itemized list of supplies shipped, including total cost of the order;
- Manufacturer's part numbers;
- Model number or National Stock Number (NSN); and
- Quantity, unit price, and total cost of each item shipped.

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

5.9.4. Returns

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

5.9.5. Restocking fees

The Contractor may assess a restocking fee in accordance with the established schedule restocking fee amount from their MAS 51 V contract. However, the BPA restocking fee shall capped at no more than 10 percent of the item cost when the Contractor incurs additional costs due to customer ordering error. There shall be no restocking fees assessed when the item is returned due to unacceptable item condition or Contractor error.

5.9.6. Reliability

The Contractor shall maintain a 98 percent on-time delivery record. On a rolling 90-day basis, delivery must occur within the required timeframes for at least 98 percent of orders placed during the period (Attachment 5).

The 98 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.

5.10. Deliverables

- 5.10.1. The Contractor shall provide, at no cost to the Government, the required Management Reports, Usage Reports, and BPA-related Performance Metrics and Measurement Reports on the 15th day of each month, pursuant to Sections 5.5.1, 5.5.2, and 5.5.3, respectively.
- 5.10.2. Within 5 business days of BPA establishment, and of any modifications to BPA items or pricing, the Contractor shall upload the BPA catalog to DoD EMALL and GSA *Advantage*!® reflecting BPA prices. As a condition of placing orders, agencies also may require the Contractor to upload the BPA catalog to other portals, pursuant to Section 5.10.2 (Attachment 5).
- 5.10.3. The Contractor shall provide the Contracting Officer, Program Officer, or designee(s) with a primary and alternate POC within 3 to 4 business days after establishment of the BPA. The Contractor shall provide updated information for POC/alternate as changes occur, pursuant to Section 5.6.6.
- 5.10.4. The Contractor shall ensure its catalog contains pictures of all products. The catalog is to be completed within 30 days of BPA establishment and any BPA modification(s), pursuant to Section 5.10.4 (Attachment 5).
- 5.10.5. Within 10 business days of BPA establishment, the Contractor shall submit its most current full-line catalog reflecting BPA established pricing in electronic format (Microsoft Excel spreadsheet) to the Contracting Officer, Program Officer, or designees, pursuant to Section 5.6.7.
- 5.10.6. Remittance of the IFF portion (.0075) of the GSA Program Funding Fee shall be in accordance with the Contractor's underlying MAS 51 V contract. Remittance instructions for the ASF portion (.0125) of the GSA Program Funding Fee will be provided to the Contractor within 60 days of BPA establishment by the Contracting Officer or designee. The Government reserves the unilateral right to change such instructions from time to time at no additional cost, following notification to the Contractor, pursuant to Section 5.4.2.

The Contractor shall adhere to the following schedule of deliverables, which will be used by the GSA Contracting Officer's Representative to monitor timely progress of the established BPA.

All references to days are Monday through Friday except for Federal holidays or days the Government may otherwise be closed. The abbreviation NLT stands for "no later than". When the due date is a non-business day, the deliverable is due NLT the next business day.

Milestone/Deliverable	Action Provided From	Planned Completion Date
Kickoff Meeting	Contractor /Government	NLT 5 days after date of BPA establishment
Management Report (5.5.1)	Contractor	Monthly; due on 15 th of each month
Usage Report (5.5.2)	Contractor	Quarterly; due on 15 th of the first month of the quarter
Performance Metrics Report (5.5.3)	Contractor	Monthly; due on 15 th of each month
Operational Point-of- Sale Requirements	Contractor	30 days after date of BPA establishment
Report uploaded to website designated by the Contracting Officer (5.5.2)	Contractor	Within 30 days of notification to migrate reports to website
Catalog on GSA <i>Advantage</i> !®, DoD EMALL, and BPA holder's online catalog (5.10.2)	Contractor	5 days after date of BPA establishment
Primary and alternate POC (5.6.6)	Contractor	3 to 4 business days after date of BPA establishment
Pictures on GSA <i>Advantage</i> !® and DoD EMALL (5.10.4)	Contractor	30 days after date of BPA establishment
Remittance instructions provided by GSA for Administrative Services Fee (5.4.2)	Government	60 days after date of BPA establishment

6. <u>Government Administration Considerations and Responsibilities</u>

6.1. The Contracting Officer and the Contract Specialist are the points of contact for this requirement during the solicitation. Address any questions or concerns you may have to Glenda Lambert, Contracting Officer, and Shaun Hankton, Contract Specialist. Written requests for clarification may be sent to Mrs. Lambert and Mr. Hankton at the following e-mail addresses:

Glenda Lambert General Services Administration Federal Acquisition Service Center for Innovative Acquisition Development E-mail: <u>glenda.lambert@gsa.gov</u> Shaun Hankton General Services Administration Federal Acquisition Service Center for Innovative Acquisition Development E-mail: <u>shaun.hankton@gsa.gov</u>

- 6.2. Agencies shall have the option of designating a central Agency Program Officer to perform certain administrative functions within the scope of the BPA, and to address and resolve issues specific to the ordering agency. The Agency Program Officer is responsible for final inspection and acceptance of all reports and other responsibilities as specified in Sections 5.3.5 and 5.6.9 of the BPA. The Agency Program Officer is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Agency Program Officer does not have authority to alter the Contractor's obligations or to change the BPA specifications, pricing, terms, or conditions. If, as a result of technical discussions, it is desirable to modify the BPA requirements and/or terms and conditions, changes shall be proposed to the Contracting Officer. Any disputes arising from any awards against established BPAs that remain unresolved between the parties shall be subject to resolution in accordance with FAR 8.406-6, Disputes, and under the terms and conditions of the respective Contractor's MAS 51 V contract.
- 6.3. Assignment of Agency Program Officers for this BPA may be changed at any time by the Government without prior notice to the Contractor. However, the Contractor will be notified of the change in writing.

7. General Instructions for Quotation Submission

7.1. Format for Quotation Submission

In order to effectively and equitably evaluate all quotations, the Contracting Officer and the Contract Specialist must receive information sufficiently detailed to clearly address submission requirements as outlined below. Quotations sought by this solicitation shall be submitted electronically. Each of the Tabs outlined below must be submitted on a separate document in the electronic quotation.

Tab I – Part A: Administrative Compliance Requirements Review Tab I – Part B: Technical Quotation Go/No Go Factors and Attachments 1, 3-5, and 7-9.

Tab II – Price Quotation: Pricing information specified on the quotation bid schedule as provided in Attachment 2, MRO Supplies Quote Sheet.

7.1.1. The Contractor shall submit quotes in electronic format. Electronic format instructions: The Contractor shall submit full quotation in electronic format. The Contractor shall submit quotation using appropriate Microsoft Office 2003 (or newer version) applications. Only one electronic quote shall be provided per Contractor; all categories offered shall be contained in the quote.

- 7.1.2. Within each Section, the quotation pages shall be sequentially numbered. Information shall NOT deviate from Government provided format and shall be double-spaced. The printed letters shall be 12 point (Times New Roman recommended) and three lines per linear inch or equivalent as the minimum size standard. No reduction is permitted except for organization charts or other graphic illustrations. The Contractor shall ensure the print is easily readable. Double spacing is not required for information in tables/graphics. The Contractor shall not use charts, tables, or graphics to subvert the page limits. Each page shall have a 1 inch margin on all four sides. Header and footer information, which shall not be evaluated, may be included in the 1 inch margin space.
- 7.1.3. Tab I Part A: Administrative Compliance Requirements and Part B: Technical Quotation shall be page limited as described under each relevant section, below. An introduction to Tab I may be provided but it will not be evaluated.
 - 7.1.3.1. Pages shall not be traded, that is, if the response to a section is less than the maximum allowed, the pages of another section shall not be increased to compensate.
 - 7.1.3.2. Blank sides and section dividers are not included in the page count.
 - 7.1.3.3. Information submitted on any pages beyond the page limitation shall not be reviewed or evaluated.
 - 7.1.4. Tab II Price Quotation

The Price Quotation shall be submitted on Attachment 2, MRO Supplies Quote Sheet.

- 7.2. <u>Quote Closing Date and Time, Address for Quotation Submission, and Submission</u> <u>Requirements.</u>
 - 7.2.1. The closing date and time for submission of quotations in response to the RFQ is November 12, 2013, 4:30 p.m. ET.
 - 7.2.2. Quotation packages submitted in response to this RFQ must be sent electronically to Glenda Lambert, Contracting Officer, **and** Shaun Hankton, Contract Specialist, at the following e-mail addresses:

glenda.lambert@gsa.gov

shaun.hankton@gsa.gov

- 7.2.3. The RFQ Number provided on GSA eBuy shall be included in the subject line of the electronic quotation of each submitted quote.
- 7.2.4. Quotations must be submitted electronically.
- 7.2.5. Quotations received after the scheduled closing date and time will not be accepted and will not be considered for establishment of a BPA. Quotations must comply with all instructions, specifications, and requirements set forth in the RFQ. Quotes failing to comply with the RFQ may be deemed unacceptable and will be eliminated from consideration.
- 7.2.3. The quote must be executed by a representative of the Contractor authorized to commit the Contractor to contractual obligations.
- 7.2.4. The Contractor is responsible for examining and understanding the entire RFQ document in preparing its quote. Failure to do so is at individual Contractor's risk.
- 7.2.5. The Contractor shall furnish all information required by this RFQ.
- 7.2.6. The Contractor shall recertify its size status on the cover sheet of its quotation.
- 7.2.7. The Government will not pay for Contractor quotation preparation costs.
- 7.2.8. The Contractor shall provide the authorization letter from AbilityOne with offer.
- 7.2.9. The Contractor shall agree to hold submitted quotes for no less than 60 days.

8. Methodology for Establishing BPAs and Evaluation Criteria

The decision to establish the maximum number of BPAs within each Category will be based on a rank ordering of the lowest priced quotations among those determined to be technically acceptable. Quotations will be evaluated on the basis of Technical Compliance, Socioeconomic Status, Past Performance and Price Factors.

In each category, there are a maximum number of BPAs to be established as a result of this RFQ and, of the BPAs established in each category, it is the goal of the Government to set-aside a certain number of BPAs for small business concerns, in accordance with the following table:

Category	Maximum	Unrestricted	Small
Number	Number		Business
	of BPAs		Set-Asides
1	11	3	8
2	6	2	4
3	6	2	4

The Government may establish BPAs without discussion based on initial quotes received. Accordingly, each initial quote should be submitted in as complete a form as possible and without taking exception to any provision.

Method of BPA establishment: BPAs resulting from this RFQ will be established on the basis of lowest price, technically acceptable quotations. Up to the maximum number of BPAs will be established within each identified category based on the lowest priced technically acceptable quotations in ranked order, while maintaining the size restrictions for each category. Quotations responding to this solicitation will be evaluated for the Administrative Compliance Requirement, technical compliance, past performance, socioeconomic status, and price against the evaluation criteria to determine the lowest price technically acceptable quotations. The Government will evaluate non-priced information and price information contained in the quotations and, if necessary, information obtained by the Government from other sources.

The Government will perform an in-depth review of the quotes. The Technical Evaluation Team will rate each evaluation factor for each quote against the specified evaluation criteria in the solicitation. Technical quotations will not be compared against each other. However, the Government reserves the right to verify and/or follow-up on any of the information presented in the quotation.

The evaluation process will consist of the administrative compliance requirement review, the technical review (including past performance and socioeconomic status), and the price evaluation. The BPA decision will be made on the basis of an assessment of the evaluation results as a whole, in accordance with the RFQ requirements. All eligible firms found to be compliant with the administrative compliance requirements and technically acceptable will be evaluated for pricing, per the procedures described in Paragraph 8.2, Price Evaluation Factors, and in Attachment 2, MRO Supplies Quote Sheet.

8.1. Non-price Evaluation Factors

8.1.1. Administrative Compliance Requirements Review

The Government will conduct an Administrative Compliance Requirements review to ensure that the Contractor's quotation meets certain administrative requirements of the RFQ. Only quotes found to be compliant with the Administrative Compliance Requirements will qualify for the Technical evaluation phase.

Failure to comply with any of the Administrative Compliance Requirements will result in rejection of the quotation without further consideration for a BPA.

The Administrative Compliance Requirement review consists of an initial examination of the quote by the Technical Evaluation Team against the RFQ requirements. As a part of this technical review, Attachment 3, Non-Priced MRO Supplies Sheet, must be completed by the Contractor. GSA will check a sampling of market basket items to ensure the offered products meet the purchase descriptions and all of the regulatory requirements specified in the RFQ.

This review may eliminate quotes that fail to provide all required information and documents in the format and detail specified. This review is to ensure that all required forms and certifications are complete.

The Contractor must meet the following Administrative Compliance Requirements:

- (1) **Market Basket Items:** The Contractor shall have 100% of the market basket items available under the relevant SINs on its GSA MAS 51 V contract prior to submission of its quotation.
- (2) Trade Agreement Act (TAA) compliant: The Contractor shall provide a written statement declaring assurances that the offered item(s) are TAA compliant. If the Contractor fails to provide this documentation concerning its TAA compliance, the quotation will not be considered for further evaluation. One page maximum.
- (3) Demonstrated ability to meet all environmentally sustainability requirements: The quotation shall include evidence that the MAS contract items meet all environmentally preferable requirements as outlined in Section 7.105(b)(16), Environmental and Energy Conservation Objectives and Requirements. If the Contractor is unable to provide sufficient narrative evidence that it complies with all environmentally preferable requirements, their quotation will not be considered for further evaluation. Three page maximum.
- (4) Demonstrated ability to provide order status to 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. The quotation must provide up-to-date Contractor contact information. If the Contractor is unable to provide sufficient narrative evidence that their quotation sufficiently the Contractor is very familiar with GSA Advantage!® and is able to use this system to provide order status and tracking for Federal customer agencies. If the Contractor fails to adequately address this requirement, their quotation will not be considered for further evaluation. One page maximum.
- (5) Berry Amendment: The Contractor shall provide written assurance that the offered item(s) will be in compliance with DFARS Subpart 225.7002 -- "Restrictions on food, clothing, fabrics, and hand or measuring tools" (the "Berry Amendment") -- for any affected DOD purchase of services or supplies over \$150,000. If the Contractor fails to provide written assurance that the Contractor shall comply with the Berry Amendment on applicable DOD orders, its quotation will not be considered for further evaluation. One page maximum.

- (6) 552-203-72 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law: The quotation shall include a certification that the Contractor does not have, or an explanation for having, any past Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law. If the Contractor fails to provide a complete copy of this document, its quotation will not be considered for further evaluation. (Attachment 7)
- (7) Agency-defined reports at no additional cost: The quotation shall include a narrative discussion, clearly indicating that the Contractor agrees to provide agency-specific reports at no additional cost to the ordering agencies or GSA. If the Contractor does not provide a narrative agreeing to this factor, their quotation will not be considered for further evaluation. One page maximum.

Quotations meeting all Administrative Compliance Requirement will move on to the technical evaluation.

8.1.2. Technical Quotation Go/No Go Factors:

The quotes will be evaluated to determine if they are technically acceptable. If the quote receives a Go on the all the Go/No Go requirements, it will move to the price evaluation phase. However, if the Contractor receives a No Go evaluation on any factor, the Contractor's quote will be rejected without further consideration for a BPA.

8.1.2.1. Technical Quote Rating System. The following adjectival ratings system shall be employed to evaluate the Technical factors proposed, including Past Performance and Socioeconomic Status:

- Acceptable (Go). Meets all requirements. Quote is relevant and clear.
- Not Acceptable (No Go). The approach provided is significantly deficient in content/description of solution and/or does not meet the requirements.
- Neutral (N). Applicable only to past performance sub-factor. Quote(s) indicating no past performance will receive a neutral rating.

8.1.2.2. Evaluation Criteria. A No Go rating under any of the technical sub-factors will result in a finding that the quote is not technically acceptable and will receive no further consideration. Quotations receiving a Go rating for each of the Technical Evaluation factors will then be evaluated for price and completeness of the market basket offered, in accordance with Attachment 2, MRO Supplies Quote Sheet.

8.1.2.3. The Contractor must meet the following Go/No Go requirements to be determined technically acceptable:

- (1) **AbilityOne-authorized Contractor:** The Contractor shall be an AbilityOne authorized reseller and shall provide evidence of its AbilityOne certification for the MRO products under this RFQ. The Contractor's certification may be verified by GSA with AbilityOne. GSA will look for specific evidence that the Contractor is currently AbilityOne authorized. Contractors not demonstrating that they are AbilityOne authorized resellers will be receive a No Go rating. One page maximum.
- (2) **Demonstrated ability to provide 100 percent of Market Basket items:** The Contractor shall complete Attachment 2, MRO Supplies Quote Sheet, and Attachment 3, Non-Priced MRO Supplies Sheet, to demonstrate that it can provide 100 percent of the Market Basket on GSA *Advantage!*® and/or its published catalog. GSA will perform random sample verification, based on the correct manufacturer or standard wholesaler part numbers, to ensure the products offered meet the descriptions and environmental attributes, are TAA and ETS requirement compliant, and are on the Contractor's MAS 51V contract. A proposal offering less than 100% of the Market Basket items or items that do not meet the Market Basket item descriptions and all regulatory requirements specified in the RFQ shall result in a quote receiving a No Go rating.
- (3) Current ability or realistic plan to provide point of sale discount for all BPA orders: The Contractor shall provide evidence that it currently has the ability to provide point of sale discounts or a realistic plan to provide point of sale discounts within 30 days of BPA establishment. If the Contractor does not currently have the ability to provide a point of sale discount, in evaluating the plan to provide a point of sale discount within 30 days of BPA establishment, GSA will look for clear actionable milestones and controls that assure the date shall be met. If the Contractor's response does not include this information the quote will receive a No Go rating. Three pages maximum.
- (4) Standard delivery anywhere CONUS within 5 to 7 business days: The Contractor shall provide a narrative discussion concerning how it will provide delivery within 5 to 7 business days using ground transportation within CONUS to ensure it is a realistic approach. If the Contractor does not submit evidence that it can provide ground transportation delivery within 5 to 7 business days the quote will receive a No Go rating. One page maximum.
- (5) **OCONUS Delivery:** The Contractor 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 Contractor recognizes which orders are bound for overseas delivery (i.e., those orders going to a DOD consolidation point). Second, GSA will examine information to show the Contractor recognizes that such orders have unique marking, packing and labeling requirements, and that the Contractor can meet OCONUS delivery

requirements. A sample overseas label would be a good example of meeting this requirement. If the Contractor does not provide evidence that it can recognize orders ultimately bound for overseas and the ability to comply with marking, packing, and labeling requirements, the quote will receive a No Go rating. Three pages maximum.

- (6) Demonstrated Level III transaction data at the line-item level: capability of reporting: See section 5.3.4. in the RFQ for the list of requirements: The Contractor shall demonstrate its capability to provide Level III transaction data. In evaluating the Contractor's ability to provide Level III transaction data, GSA will look for supporting documentation from the Contractor's order processor (e.g., merchant bank) or for sample reports showing that Level III data is already being provided. If the Contractor does not demonstrate its capability to provide Level III transaction data the quote will receive a No Go rating. Three pages maximum.
- (7) **Demonstrated ability to offer Fill or Kill status:** The Contractor shall supply evidence of a clear understanding of the requirement for Fill or Kill at the line-item level. If a narrative is provided that does not demonstrate clear understanding of this requirement the quote will receive a No Go rating. One page maximum.
- (8) Past Performance: Past performance will be determined through review of the System for Award Management (SAM), as well as the Federal Awardee Performance and Integrity Information System (FAPIIS), Past Performance Information Retrieve System (PPIRS), ACO Report Cards, and other data obtained from other sources that are considered accurate and relevant. Reports will be retrieved by each contractor's DUNS number. Assessment reports covering the previous three (3) years from the RFQ closing date, with the NAICS Codes for each category will be evaluated.

The Contractor should be aware of any negative past performance information contained in SAM, FAPIIS, and PPIRS and, where applicable, should have addressed the issues as permitted by the system. Should the Contracting Officer obtain negative past performance information from a source to which the vendor has not had an opportunity to respond, the vendor will be given the opportunity to submit a one-page explanation for consideration by the contracting office.

If it is still determined through the review of the SAM, FAPIIS, PPIRS, FSS Online assessment reports, ACO Report Cards, or other data that a Contractor has more than two (2) poor and/or unsatisfactory ratings in any of the above mentioned categories the quote will receive a No Go rating. In situations where the Contractor does not have record of past performance or if GSA has no information, the quote will receive a neutral rating.

- (9) Subcontracting Plan Requirement, Applicable to Other than Small Business Concerns. If applicable, the Contractor shall submit a Subcontracting Plan with goals greater than those under its existing MAS 51 V contract. In addition, a copy of the current approved subcontracting plan shall be provided. Quotations that fail to provide a subcontracting plan with goals that exceed the MAS plan and the Contractor's current subcontracting plan will receive a No Go rating. (Attachment 9)
- 8.1.4. Basis of Award Decision. The Government will evaluate the technical quotes based on non-price factors and make its BPA decision based on the lowest price technically acceptable quotations, in ranked order, up to the maximum number of BPAs within each category, taking the socioeconomic goals into consideration. The lowest price quotations will be determined using the total extended market basket price, as described in Section 8.2 Price Evaluation Factors.

8.2 Price Evaluation Factors

Contractors found to be compliant with the administrative compliance requirements and technically acceptable will be evaluated for pricing. Pricing information will be submitted on Attachment 2, MRO Supplies Quote Sheet.

In the price evaluation, the Government may conduct a reverse auction by accepting multiple rounds of revised pricing submissions. If the Government chooses to allow revised pricing submissions, it may publish the best offered price information to all Contractors with the aim of aiding them in more effectively revising their quotations by having the ability to directly compare their own prices against the best pricing offered in the previous round of revised pricing submissions.

The best offered price will be provided in the form of a single, non-attributable "best total extended market basket value" figure if the GSA Contracting Officer determines that it is in the best interest of the Government to do so prior to establishment of the BPAs. No additional quotation information regarding the best total extended market basket value (such as specific items proposed, individual item pricing, name of Contractor offering best value, etc.) will be provided beyond the single calculated dollar figure.

The repricing (reverse auction) rounds will be communicated to the Contractors by e-mail, to the e-mail address submitted on Attachment 2, MRO Supplies Quote Sheet. Responses will be due via e-mail from the Contractor within 24 hours from the time the e-mail is sent. There will be no formal call for final pricing revisions; the Contracting Officer will stop the repricing when it is determined that there are no longer meaningful price changes. This determination to end the reverse auction will be made at the discretion of the GSA Contracting Officer.

While the opportunity for revised price quotations is anticipated, the Government reserves the right to establish BPAs based on the initial quotes without further quotation price revisions. It is anticipated that BPAs will be established with the Contractors whose quotes are determined to be technically acceptable and offering the best pricing solution. However, clarifications may be held with the offerors as required. The Government is not obligated to conduct discussions and may eliminate a quote from consideration or establishment of a BPA without discussions, if deemed appropriate. Therefore, Contractors are urged to carefully complete their quotation packages and to offer their best possible BPA prices in their initial pricing quotations.

The Contractor must offer all items in the market basket, identified on Attachment 2, MRO Supplies Quote Sheet. This entails proposing item information and pricing for items that meet the requirement descriptions provided in the market basket.

For purposes of price evaluation, GSA will calculate the total weighted extended market basket price of each quote using the Proposed BPA Pricing, Aggregate Sales Discounts, and Estimated Volume Levels of market basket items within each category. Estimated Volume Levels were calculated based on historical sales volume from FY 2012 from both GSA *Advantage*!® and DoD EMALL. Note: The estimated annual volume sales figures are used for calculation purposes only and should not be considered to be estimates of future sales.

Contractors should carefully review each tab within Attachment 2, MRO Supplies Quote Sheet, to ensure that all required information is provided. The Market Basket for each of the three (3) MRO categories is provided as a separate Tab in Attachment 2, MRO Supplies Quote Sheet. For each of the MRO Categories in which the Contractor intends to submit a quote, the Contractor shall offer products to meet each Market Basket item requirement. Every single item in the Market Basket shall be quoted with a qualifying product. To do so, the Contractor must identify its catalog item that best matches each Item Description by inserting that item's manufacturer name, specific model number (USING EITHER THE MANUFACTURER PART NUMBER OR THE STANDARD WHOLESALER PART NUMBER), and UPC-A number. The Contractor shall also identify the item's Country of Origin to ensure TAA compliance. Failure to bid a market basket item, and/or failure to specify manufacturer or standard wholesaler part numbers for each market basket item, may result in the rejection of the quotation. Finally, the Contractor shall provide the item's current MAS price and the quoted BPA price.

The Contractor shall then complete the Aggregated Sales Discounts Tab as required in Attachment 2, MRO Supplies Quote Sheet.

Using the Proposed BPA Prices and Aggregated Sales Discounts provided by Contractors, GSA will perform a series of calculations. These calculations are contained in Attachment 2, MRO Supplies Quote Sheet, and will be performed automatically by GSA during price evaluation.

The quoted Aggregated Sales Discounts will be applied to calculate a discount off of the MAS Price for each market basket item at each Aggregate Spend Tier (\$12.5M+, \$25M+, \$37.5M+, \$50M+, \$62.5M+) to determine the Tiered BPA Prices.

The Proposed BPA Price and the Tiered BPA Prices will each be multiplied by the Estimated Volume to determine the Extended Price for each tier. The extended prices will be totaled separately for each of the tiers (Base Tier and Tiers 1-5). The system will automatically generate the Total Extended Market Basket Value for each individual column. The Total Extended Market Basket Value is multiplied by the weights assigned to each tier. The weights are as follows:

- 1) 70 percent at base proposed pricing (\$0 to \$12.5 million);
- 2) 10 percent at first aggregated discount tier pricing (\$12.5 million to \$25 million);
- 3) 8 percent at second aggregated discount tier pricing (\$25 million to \$37.5 million);
- 4) 6 percent at third aggregated discount tier pricing (\$37.5 million to \$50 million);
- 5) 4 percent at fourth aggregated discount tier pricing (\$50 million to \$62.5 million);
- 6) 2 percent at fifth aggregated discount tier pricing (\$62.5 million or more)

The spreadsheet will total the weighted extended market basket values for each tier (Base Tier and Tiers 1-5) to arrive at the Weighted Total Extended Market Basket Value for each category.

8.3 Non-Market Basket Items

Non-Market Basket items available under the Contractor's MAS contract which are within the scope of this program may be offered as part of the Contractor's BPA Catalog. Non-Market Basket Catalog items shall be priced at a discount from the current MAS price that is greater than or equal to three (3) percentage points below the calculated Average Discount off of MAS Price across the Market Basket Items. For example, if the Average Market Basket Discount is 10%, then all Non-Market Basket items within that Category must receive at least a 7% discount off of the current MAS price. The Non-Market Basket Discount Threshold will be automatically calculated on Attachment 2, the MRO Supplies Quote Sheet. The Contractor shall enter the word "YES" on Attachment 2, MRO Supplies Quote Sheet, to confirm that it is offering this category discount to all non-market basket catalog items within the category.

8.4 Option Year Pricing

GSA will not separately evaluate option-year pricing. Option-year pricing will be based on changes approved for the Contractor's MAS contract pricing while maintaining the offered BPA discounts. Pricing will be evaluated based on the combination of the offered discounts and all of the offered aggregate volume discounts and aggregate tiers for the base period. The offered price and aggregate volume discounts and aggregate tiers will be evaluated individually to ensure that the pricing is balanced.

Prices for overnight delivery, second day delivery, and expedited delivery (up to 3 to 4 business days) and delivery to OCONUS locations will be evaluated for price reasonableness only.

8.5 Price Quotation Evaluation.

The Government will analyze submitted price quotes and evaluate prices as called out in Attachment 2, MRO Supplies Quote Sheet, and as discussed above. However, the Government is not obligated to conduct discussions and may eliminate a Contractor from consideration or establishment of a BPA without discussions if appropriate.

Note: All price quotes for items listed in Attachment 2, MRO Supplies Quote Sheet, must be on the Contractor's MAS 51V contract prior to quotation due date and time.

For purpose of price evaluation, GSA will review the Weighted Total Extended Market Basket Value as shown in Attachment 2, MRO Supplies Quote Sheet. The Weighted Total Extended Market Basket Value is calculated using the Proposed BPA Price, Aggregated Sales Discount levels, and Estimated Volume levels of the market basket items listed within each category. The base price and each of the tiered prices will be multiplied by the estimated volume to determine the extended prices for each item in the category.

The extended prices will be totaled separately for each of the tiers (Base Tier and Tiers 1-5). The system will automatically generate the Total Extended Market Basket Value for each individual column. The Total Extended Market Basket Value is multiplied by the weights assigned to each tier. The spreadsheet will total the weighted extended market basket values for each tier (Base Tier and Tiers 1-5) to arrive at the Weighted Total Extended Market Basket Value for each category.

Pricing for non-Market Basket items will be established based on the category discount model discussed under Paragraph 8.1, Non-price Evaluation Factors. Discount levels for these items will be automatically calculated to be equal to the Contractor's average discount (percentage off MAS prices) by category on the market basket items list. See Attachment 2, MRO Supplies Quote Sheet, for more information on how these discounts will be calculated.

GSA will not separately evaluate option-year pricing. Option-year pricing will be based on the Contractor's MAS 51 V contract pricing as set forth in this RFQ, except as limited by paragraph 5.3.2, Price Adjustments.

Prices for express delivery and delivery to OCONUS locations will be evaluated for price reasonableness only.

9. Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Clauses

Clause No

Clause Title

Provisions and clauses incorporated by reference:

Provisions

552.233-70 Protests Filed Directly with the General Services Administration (Mar 2000)

Clauses

52.204-2	Security Requirements	(Aug 1996)
52.204-9	Personal Identity Verification of Contractor Personnel	(Sep 2007)
52.217-9	Option to Extend the Terms of the Contract (fill-in date: 365 days	
	after BPA establishment)	(Mar 2000)
252.201-7000	Contracting Officer's Representative	(Dec 1991)

<u>10. Appendix/Attachments/Exhibits/</u>

Attachment 1:	Specific Agency Commitments
Attachment 2:	MRO Supplies Quote Sheet
Attachment 3:	Non-Priced MRO Supplies Sheet
Attachment 4:	EPP Product Criteria
Attachment 5:	Performance Requirement Summary
Attachment 6:	Vendor Monthly Report Templates
Attachment 7:	552.203-72, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (DEVIATION)(APR 2012)
Attachment 8:	Cover Sheet
Attachment 9:	Subcontracting Plan Template (Large Businesses Only)

4PL	Fourth Party Logistics
AAC	Activity Address Code
APO	Agency Program Officer
ASF	Administrative Service Fee
BPA	Blanket Purchase Agreement
CAOC	Chief Acquisition Officers Council
CFO	Chief Financial Officer
CPG	Comprehensive Procurement Guidelines
DeCA	Defense Commissary Agency
DfE	Design for the Environment
DOD	Department of Defense
EPA	Environmental Protection Agency
ET	Eastern Time
ETS	Essentially-the-Same
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulations
FEMP	Federal Energy Management Program
FOB	Freight on Board
FSSI	Federal Strategic Sourcing Initiative
GSA	General Service Administration
GSS	Global Supplies Services
IFF	Industrial Funding Fee
JWOD	Javits-Wagner-O'Day
MAS	Multiple Award Schedule
MRO	Maintenance Repair Operations
NLT	No Later Than
NSN	National Stock Number
OFPP	Office of Federal Procurement Policy
OMB	Office of Management and Budget
POC	Point of Contact
PPIRS	Past Performance Information Retrieve System
RCRA	Resource Conservation and Recovery Act
RFI	Request for Information
RFQ	Request for Quotation
RMA	Returned Merchandise Authorization
SAM	System for Award Management
SBA	Small Business Administration
SIN	Special Item Number
SSLC	Strategic Sourcing Leadership Council
ТАА	Trade Agreements Act

APPENDIX 1: Acronyms and Abbreviations

Appendix 2: Definitions

Agency Program Officer: Government official who supports the Contracting Officer to define the agency's needs and ensure that the contract outlines the capabilities of meeting those needs.

Aggregated Sales Discounts: Additional discounts that go into effect upon reaching a cumulative level of spend Government-wide under the entire BPA.

Aggregate Threshold: The cumulative spend level used to define when aggregate tiered discounts will apply.

Authorized Ordering Officials: Customer Agency Contracting Officers and GSA SmartPay Purchase Card holders who are authorized to purchase.

BPA Holders: Companies that have been selected for a specific requirement having the capabilities of providing the products/services described within the BPA.

Contiguous United States (CONUS): The 48 adjoining states in North America, south of Canada and north of Mexico, and the District of Columbia.

Contracting Officer: A Government official having the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The GSA Contracting Officer is responsible for administering the BPAs. Customer Agency Contracting Officers are authorized ordering officials.

Damaged Goods: Goods/Products that have been injured, spoiled, or were destroyed and are no longer valued at market cost.

Expedited Delivery Fees: Contractor fees that apply when a customer agency requests expedited delivery.

Green Products: Products that are made from environmentally sustainable materials relative to comparable products.

GSA SmartPay Purchase Cards: Bank issued charge cards under the GSA SmartPay program. GSA SmartPay purchase cards are readily identifiable as program cards, having account numbers used only by the US Government and its authorized purchasing agents for purchases on behalf of the Federal Government agency.

Market Basket: The entire market basket items product list required under the BPA. The Contractor's quote must include 100% of the Market Basket items. The market basket of market basket items required under the BPAs are broken down into three categories of Maintenance, Repair, and Operations (MRO) Supplies. The three categories of MRO BPAs are Category One (Hardware), Category Two (Tools and Tool Cabinets), Category Three (Paints, Adhesives, and

Sealants). Market Basket items within each category do not overlap with items in the other categories.

Non-Market Basket: Items available under the Contractor's MAS contract that are clearly within the scope of this BPA program that are offered as part of the Contractor's BPA catalog.

Outside the Contiguous United States (OCONUS): All United States' possessions, territories, and states outside of the continental United States, including, but not limited to, Alaska, Hawaii, Puerto Rico and Guam.

Ordering Office: The office within an agency where a purchase order originates.

Program Office: The office within an agency that defines and maintains the objectives of the purchase order.

Proposed BPA Prices: Prices submitted by Contractors for market basket items on Attachment 2, MRO Supplies Quote Sheet.

UPC-A: UPC-A is used for marking products which are sold at retail in the USA. The barcode identifies the manufacturer and specific product so point-of-sale cash register systems can automatically look up the price.

Weighted Total Extended Market Basket Value: The Weighted Total Extended Market Basket Value is calculated by multiplying the Proposed BPA Price and the Aggregated Sales Discounts by the Estimated Annual Volume of each item. These values are then multiplied by the assigned weight for the base tier as well as the additional five (5) aggregate tiers. The Weighted Total Extended Market Basket Value is the sum of all the extended tier prices for all items within a category, as described in Section 8.2 and calculated in Attachment 2, MRO Supplies Quote Sheet.