

## Request for Quotation (RFQ) #832055

For the Establishment
of
Government-Wide
Multiple Blanket Purchase Agreements (BPAs)
for
Janitorial and Sanitation Commodities (JanSan)

#### Solicited to:

GSA Multiple Award Schedule (MAS)
Federal Supply Schedule 51 V, 73 and 75 Holders

Special Item Numbers (SINs)
75-85, 105-001, 105-002, 375-100, 375-103, 375-107, 375-117, 375-125, 375-129, 375-135, 375-139, 375-200, 375-321, 375-323, 375-341, 375-351, 375-352, 375-353, 375-355, 375-356, 375-361, 375-362, 375-363, 375-364, 375-368, 375-371, 375-372, 375-99, 384-2, 384-4, 384-9, 384-99, 476-12, 476-13, 507-2, 507-4, 507-8, 507-99, 658-1, 681-1, 852-1, 852-2, and 852-99

### Issued by:

The U.S. General Services Administration Federal Acquisition Service Greater Southwest Acquisition Center 819 Taylor Street, Room 7A37 Fort Worth, TX 76102

#### **Notes to Contractors**

1. Request for Quotation. This is a Request for Quotation (RFQ) under Federal Acquisition Regulation (FAR) 8.405-2, Ordering Procedures, to establish multiple Blanket Purchase Agreements (BPAs) in support of the Federal Strategic Sourcing Initiative (FSSI) for Janitorial and Sanitation (JanSan) 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; and numerous other agencies are expected to use the resulting solution. Additionally, for work being performed under Federal contracts pursuant to a letter of authorization under FAR Part 51, agencies are currently allowed to authorize cost reimbursable and time and material contractors to use GSA sources of supply. In short, the 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.

Two separate RFQ's will be issued for the JanSan FSSI. The first RFQ is designed to meet the requirements of the Purchasing Channel. The Purchasing Channel is for orders placed through the vendor (purchase card, E-Buy, GSA Advantage, DOD E-mall, etc...). In this channel there are four (4) basic categories. Each of the four (4) categories has a specified number of unrestricted and restricted BPAs.

The second RFQ will be issued for the Requisition based ordering channel for ordering through GSA Global Supply (GGS) via FedStrip and MilStrip. The second RFQ will explain the number of BPAs for each category and that unique terms and conditions apply to these GGS items and that specialized e-commerce requirements apply. For clarity, these RFQs are being issued separately, but are part of the same FSSI solution set. The RFQ for the Requisition Channel will be issued at a later date.

- 2. The total spend opportunity addressable through this solicitation is estimated to be more than \$599 million annually. Several agencies are making commitments to utilize the resultant BPAs. As agencies will not be able to formally obligate dollars prior to award, agencies have been asked to provide written statements of commitment from a senior agency official. These commitment documents are included in Attachment 5, JanSan Agency Commitments. Historical addressable spend data by agency is provided in Attachment 6, JanSan Participating Agencies' Spend.
- 3. BPA Categories. The General Services Administration (GSA) intends to establish BPAs against the GSA's Federal Supply Schedule 73, Food Service, Hospitality, Cleaning Equipment And Supplies, Chemicals And Services; Schedule 51V Hardware Superstore; and Schedule 75 Office Products/Supplies and Services.

The following Special Item Numbers are applicable to the procurement:

SIN 375-100, Vacuum Cleaner, Canister Type;

SIN 375-103, Vacuum Cleaner, Upright Type;

SIN 375-107, Vacuum Cleaner, Portable Hand Type;

SIN 375-117, Carpet Cleaner, including Shampooer, Extractor, Liquid or Powder;

SIN 375-125, Sweeper and Scrubber;

SIN 375-129, Floor Machine;

SIN 375-135, Accessories and Attachments;

SIN 375-139, Parts, Repair and Replacement, Miscellaneous for Cleaning Equipment;

SIN 200, Mops, Buckets, Wringers, Squeegees, Brooms, Brushes, Sponges, Scouring Pads,

Wiping Rags, Cleaning Cloths, Chamois, Polishing Pads, Cleaning Products, and Related Items;

SIN 375-321, Powdered and Liquid Machine Warewashing (Dishwashing) Compounds and Rinse Additives;

SIN 323, Laundry Cleaner, Powdered and Liquid, and Dry Cleaning Chemicals;

SIN 375-341, Floor and Carpet Chemical Products;

SIN 375-351, Sorbents – Non-Marine Usage, Type I;

SIN 375-352, Sorbents – Non-Marine Usage, Type II;

SIN 373-353, Sorbents – Marine Usage, Type III;

SIN 375-355, Sorbent Accessories;

SIN 375-356, Sweeping Compounds, Biodegradable Cleaner/Degreaser (Water Based) Non-

Phenolic and Non-Petroleum;

SIN 375-362, Biodegradable Cleaner/Degreaser (Solvent Based) Non-Phenolic and Non-Petroleum;

SIN 375-363, Cleaners/Degreasers;

SIN 375-364, Cleaner/Degreasers and Polishes;

SIN 375-368, Gloves, Cleaning, Rubber;

SIN 375-371, Cleaning Chemical Dispensing Equipment and Systems;

SIN 375-372, Cleaning Chemicals used with Dispensing Systems;

SIN 375-99, Introductions of New Products/Services Relating to Cleaning Equipment, Janitorial Supplies, Cleaning Chemicals and Sorbents;

SIN 384-2, Office Recycling Containers and Waste Receptacles;

SIN 384-4, Outdoor Recycling Containers and Waste Receptacles;

SIN 384-9, Industrial Trash Storage Containers;

SIN 384-99, Introductions of New Services and Products Relating to Recycling Containers and Waste Receptacles;

SIN 476-12, Sterilants, Surgical Scrubs, and Related Products;

SIN 476-13, Disinfectants;

SIN 507-2, Permanent/Disposable Dispenser Housing and Refills for the Control of General Institutional Airborne Odors, Smoke and Sanitizing Surfaces:

SIN 507-4, Toilet Bowl Cleaner, Liquid, Powder, and/or Gel and Product;

SIN507-8, Sanitizers for Food Handling Areas;

SIN 507-99, Introductions of New Products/Services Related to Chemicals and Chemical Products:

SIN 658-1, Water Purification Chemicals;

SIN 681-1, Road Stabilization/Ice Melting Chemicals or Chemical Formulations;

SIN 852-1, Toiletries;

SIN 852-2, Personal Care Articles;

SIN 852-99, Introduction of New Products/Services relating to Toiletries, Personal Care Articles, and Hospitality Supplies and Services;

SIN105-001, Hardware Store, Home Improvement Center, or JanSan – Store Front;

SIN 105-002, Hardware Store, Home Improvement Center, or JanSan – Catalog; SIN 75-85, Restroom Products

These BPAs will be administered by the GSA Federal Acquisition Service, Greater Southwest Acquisition Center, located at 819 Taylor St, Room 7A37, Fort Worth, TX 76102. The BPAs will be established for a one-year base period and four one-year option periods, for a total possible duration of five years, if all options are exercised. The BPAs will be established on a lowest price, technically acceptable basis. For each of the JanSan Categories in which the Contractor intends to submit a quote, the Contractor must offer products to meet each Market Basket item in that category. The BPAs will be established in each of the following four categories:

## **JanSan Purchasing Channel Categories**

Category One: Cleaning Compounds & Related Dispensers.

The Cleaning Compounds & Related Dispensers category includes both cleaning compounds used to sanitize and disinfect bathrooms, kitchens, office surfaces and hospitals as well as personal sanitation products. The category includes but is not limited to disinfectants, degreasers, glass cleaner, laundry detergents, dish detergents, bleach, hand soap, aerosol fresheners, surface protection supplies and the related dispensers for these items. For the Purchasing Channel, the Government intends to establish six (6) BPAs for Category One, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. Of these six (6), one (1) will be unrestricted and five (5) will be totally set-aside for small business. One (1) of those set-asides will be designated for the lowest priced technically acceptable Service Disabled Veteran Owned Small Business. In the event there is no technically acceptable Service Disabled Veteran Owned Small Business this BPA will be awarded to a small business. Additionally, among the unrestricted award, qualified Hubzone firms submitting offers will receive a preference in the form of a 1% overall Weighted Total Extended Market Basket Value reduction.

Category Two: Non-motorized Cleaning Equipment and Trash Receptacles. The Non-motorized Cleaning Equipment and Trash Receptacles category includes both non-motorized items used to perform the physical cleaning of spaces as well as the receptacles and bags used to collect trash. Examples of products represented in the Non-Motorized Cleaning Equipment and Trash Receptacles category include, but are not limited to: brooms, mops, dustpans, mop buckets, disinfectant wipes, dusting cloths, scouring pads, sponges, indoor and outdoor trash receptacles, and trash bags of all sizes. For the Purchasing Channel, the Government intends to establish five (5) BPAs for Category Two, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. Of these five (5), one (1) will be unrestricted and four (4) will be set-aside for small business. One (1) of those set-asides will be designated for the lowest priced technically acceptable Service Disabled Veteran Owned Small Business. In the event there is no technically acceptable Service Disabled Veteran Owned Small Business this BPA will be

awarded to a small business. Additionally, among the unrestricted award, qualified Hubzone firms submitting offers will receive a preference in the form of a 1% overall Weighted Total Extended Market Basket Value reduction.

Category Three: Paper Products and Related Dispensers.

The Paper Products and Related Dispenser category includes disposable paper items used for personal sanitation and cleaning up minor messes. This category includes but is not limited to toilet paper, paper towels, facial tissue and related dispensers. For the Purchasing Channel, the Government intends to establish five (5) BPAs for Category Three, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. All five (5) awards will be set-aside for small business. Further, one (1) of these set-asides will be designated for the lowest priced technically acceptable Service Disabled Veteran Owned Small Business. In the event there is no technically acceptable Service Disabled Veteran Owned Small Business this BPA will be awarded to a small business.

Category Four: Motorized Floor Cleaning Equipment & Accessories.

The Motorized Floor Cleaning Equipment and Accessories category includes motorized equipment used to clean floor surfaces, both carpeted and non-carpeted and includes but is not limited to upright vacuum cleaners, wet/dry vacuum cleaners, carpet cleaners, floor buffers, floor polishers and floor burnishers. For the Purchasing Channel, the Government intends to establish five (5) BPAs for Category Four, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. Of the five (5) awards, two (2) will be unrestricted and three (3) will be set-aside for small business concerns. Additionally, among the unrestricted awards, qualified Hubzone firms submitting offers will receive a preference in the form of a 1% overall Weighted Total Extended Market Basket Value reduction.

During the life of these BPAs the Government may award additional BPAs for similar requirements. Additional BPAs will not necessarily have the same end date as those initially awarded.

- 4. <u>Pre-solicitation Meeting.</u> A pre-solicitation meeting was held on May 15, 2013, at GSA Headquarters, 1800 F Street, NW., Washington, DC. Meeting attendance was optional.
- 5. <u>Questions.</u> Any questions submitted concerning the RFQ must be received no later than October 22, 2013, 4:30 p.m. Central Time (CT). Questions must be submitted via email to Jo Ann Stanley (<u>joann.stanley@gsa.gov</u>) and Stephen Nieswiadomy (<u>stephen.nieswiadomy@gsa.gov</u>) (see subsection 7.1.2. Quote Closing Date and Time). Answers will be provided via E-Buy to all contractors no later than October 29, 2013, 4:30 p.m. CT.
- 6. <u>Closing Date.</u> The closing date for quotes in response to the RFQ is November 12, 2013, 4:30 p.m. CT. Quotations must be submitted by electronic correspondence to Jo Ann Stanley,

Contracting Officer (see subsection 7.1.2. Quote Closing Date and Time), as instructed herein. Quotations received after the schedule closing date and time will not be accepted and will not be considered for BPA establishment. Quotations submitted must comply with all instructions, specifications, and requirements set forth in the RFQ. Quotes failing to comply with the RFQ may be deemed nonresponsive and will be eliminated from consideration. Quotation packages submitted in response to this RFQ must be delivered to **both** of the following email addresses and the RFQ NUMBER 832055 solicited under GSA eBuy:

## JoAnn.Stanley@gsa.gov

Greater Southwest Acquisition Center General Services Administration

### And

## Stephen.Nieswiadomy@gsa.gov

Greater Southwest Acquisition Center General Services Administration

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## Blanket Purchase Agreement(s) for the FY13 Janitorial and Sanitation Supplies

Against Federal Supply Schedules 51V, 73 & 75

SINs 75-85, 105-001, 105-002, 375-100, 375-103, 375-107, 375-117, 375-125, 375-129, 375-135, 375-139, 375-200, 375-321, 375-323, 375-341, 375-351, 375-352, 375-353, 375-355, 375-356, 375-361, 375-362, 375-363, 375-364, 375-368, 375-371, 375-372, 375-99, 384-2, 384-4, 384-9, 384-99, 476-12, 476-13, 507-2, 507-4, 507-8, 507-99, 658-1, 681-1, 852-1, 852-2, and 852-99

## 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 Council (CAOC) to provide for strategic sourcing on a government-wide basis, seeks to establish four categories of Blanket Purchase Agreements (BPAs) for Janitorial and Sanitation (JanSan) supply products and commodities, against GSA's Federal Supply Schedule 73, Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services; Federal Supply Schedule 51V Hardware Superstore; and Federal Supply Schedule 75, Office Products/Supplies and Services and New Products/Technology.

## 2. Background

The General Services Administration (GSA) is responsible for leading participation in the Federal Strategic Sourcing Initiative (FSSI), a government-wide program established in 2005 that promotes inter-agency collaboration to develop innovative sourcing strategies. FSSI enables the government to leverage its vast buying power, define requirements, improve vendor performance, efficiently manage demand and refine business processes while fulfilling socioeconomic and environmental responsibilities.

## GSA's Strategic Sourcing (S2) Efforts and the Federal Strategic Sourcing Initiative (FSSI)

FSSI is chartered under the purview of the Chief Acquisition Officer's Council (CAOC) and the Office of Federal Procurement Policy (OFPP) within the Office of Management and Budget (OMB). At its core, the FSSI program strives to implement a commodity management approach to federal procurement, and drive cost savings through deep spend and market analyses. To date, GSA has awarded four S2 solutions branded as FSSI: Office Supplies (OS2), Domestic Delivery (DDS2), Telecommunications Expense Management (TEMS), and Print Management (PM FA1&2).

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.

A memo from the Office of Management and Budget (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 that the 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 JanSan supplies under FSSI is anticipated to assist the Administration in achieving its goal of cutting \$40 billion a year from procurement spending.

In December 2012 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 new government-wide strategic sourcing solutions; 5 in each of fiscal years 2013 and 2014.

#### 3. Goals and Objectives

The overall goal is to give the Government a fast and effective way to order JanSan 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 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 including sustainable products spend data to enable agencies to better manage spend for JanSan supplies;
- Provide agencies an available vehicle(s) to meet socioeconomic goals;
- Ensure regulatory compliance in the acquisition of JanSan supplies and commodities to include the AbilityOne Program, sustainable purchase requirements, and the Trade Agreements Act;
- Align purchasing with existing agency business practices;
- Be Easy to use; and
- Ensure small business opportunity by reserving a significant majority of awards for small business.

The resulting agreements from the underlying Federal Supply Schedule contracts will be available to all Federal agencies.

### 4. Scope

GSA Schedule73, 75 and 51 V contractors interested in competing for a BPA under one or more JanSan Categories are requested to submit quotes for the specific Market Basket items list, located at Attachment 1 (JanSan Supplies Quote Sheet). The Market Basket items are made up of historically high volume supplies procured by Government Agencies participating in this BPA action.

Two separate RFQs are being issued for the FSSI for JanSan. The first RFQ will be for the Purchasing Channel Categories; the second RFQ will cover the Requisition Channel via Global Supply. Both channels will consist of four (4) categories and will have unrestricted and restricted categories for small businesses. In addition to set-asides for small and Service Disabled Veteran Owned Small businesses in this FSSI, a preference will also be given to Hubzone firms. Under SBA regulation, SBA's waiver of the non-manufacturer rule (Section 5.2.5) does not apply to Hubzone firms. As such, Hubzone dealers will not be eligible for award for the set-aside BPAs. Therefore, to ensure opportunity for participation in the FSSI for Hubzone firms, these firms will receive a 1% price preference for the unrestricted BPAs, in Categories One, Two and Four of the Jan San Purchasing Channel. The JanSan Categories are described as follows:

#### **Purchasing Channel JanSan Categories**

## **Category One: Cleaning Compounds & Related Dispensers**

The Cleaning Compounds & Related Dispensers category includes both cleaning compounds used to sanitize and disinfect bathrooms, kitchens, office surfaces and hospitals as well as personal sanitation products. For the Purchasing Channel, the Government intends to establish six (6) BPAs for Category One, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. Of these six (6), one (1) will be unrestricted and five (5) will be totally set-aside for small business. One (1) of those set-asides will be designated for the lowest priced technically acceptable Service Disabled Veteran Owned Small Business. In the event there is no technically acceptable Service Disabled Veteran Owned Small Business this BPA will be awarded to a small business. Additionally, among the unrestricted award, qualified Hubzone firms submitting offers will receive a preference in the form of a 1% overall Weighted Total Extended Market Basket Value reduction.

#### Category Two: Non-Motorized Cleaning Equipment & Trash Receptacles

The Non-motorized Cleaning Equipment and Trash Receptacles category includes both non-motorized items used to perform the physical cleaning of spaces as well as the receptacles and bags used to collect trash. For the Purchasing Channel, the Government intends to establish five (5) BPAs for Category Two, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. Of these five (5), one (1) will be unrestricted and four (4) will be set-aside for small business. One (1) of those set-asides will be designated for the lowest priced technically acceptable Service Disabled Veteran Owned Small Business. In the event there is no technically acceptable Service Disabled Veteran Owned Small Business this BPA will be awarded to a small business. Additionally, among the unrestricted award, qualified Hubzone

firms submitting offers will receive a preference in the form of a 1% overall Weighted Total Extended Market Basket Value reduction.

## **Category Three: Paper Products & Related Dispensers**

The Paper Products and Related Dispenser category includes disposable paper items used for personal sanitation and cleaning up minor messes. The Government intends to establish five (5) BPAs. The Government will set aside all five (5) awards for small business. Further, one (1) of the set-asides will be designated for the lowest priced technically acceptable Service Disabled Veteran Owned Small Business. In the event there is no technically acceptable Service Disabled Veteran Owned Small Business this BPA will be made to a small business.

## **Category Four: Motorized Floor Cleaning Equipment & Accessories**

The Motorized Floor Cleaning Equipment & Accessories category includes motorized equipment used to clean floor surfaces; both carpeted and non-carpeted. For the Purchasing Channel, the Government intends to establish five (5) BPAs for Category Four, but reserves the right to establish more or fewer awards depending on the quotation evaluation results and a determination of how many BPAs will serve the best interests of the Government. Of the five (5) awards, two (2) will be unrestricted and three (3) will be set-aside for small business concerns. Additionally, among the unrestricted awards, qualified Hubzone firms submitting offers will receive a preference in the form of a 1% overall Weighted Total Extended Market Basket Value reduction.

Offerors will be permitted to propose Non-Market Basket items only within the scope of the categories for which they are competing.

All items quoted must be part of or be made part of the Contractor's Federal Supply Schedule 51 V, 73 or 75 contracts 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 part numbers will facilitate direct product comparisons. Only manufacturer or standard wholesaler part numbers will be permitted. These part numbers are to be used exactly, including spacing, capitalization and hyphenation.

#### 5.1. Product Requirements

JanSan supplies have been divided into 4 categories: Cleaning Compounds and Related Dispensers, Non-Motorized Cleaning Equipment and Trash Receptacles, Paper Products and Dispensers and Motorized Floor Cleaning Equipment and Accessories. Contractor must meet product requirements for any or all category submission(s).

### 5.1.1. Cleaning Compounds & Related Dispensers:

Industrial/Multi-Use Cleaning Compounds, Kitchen Cleaning Compounds, Laundry Cleaning Compounds, Bathroom Cleaning Compounds, Aerosol Fresheners, Surface Protections Supplies, Personal Sanitation Supplies as defined in Attachment 4, JanSan Supplies Definition. Market Basket items are listed in Attachment 1, JanSan Supplies Quote Sheet.

5.1.2. Non-Motorized Cleaning Equipment & Trash Receptacles: Non-motorized Cleaning Equipment and Trash Receptacles as defined in Attachment 4, JanSan Supplies Definition. Market Basket items are listed in Attachment 1, JanSan Supplies Quote Sheet.

## 5.1.3. Paper Products & Related Dispensers

Paper Products & Related Dispensers as defined in Attachment 4, JanSan Supplies Definition. Market Basket items are listed in Attachment 1, JanSan Supplies Quote Sheet.

5.1.4. Motorized Floor Cleaning Equipment & Accessories Motorized Floor Cleaning Equipment and Accessories as defined in Attachment 4, JanSan Supplies Definition. Market Basket items are listed in Attachment 1, JanSan Supplies Quote Sheet.

## 5.2. Requirements Related to Regulatory Compliance

The BPA requires statutory compliance with the Javits-Wagner-O'Day (JWOD) Act (41 USC 46-48c), which requires federal customers to purchase products that are on the Procurement List, as indicated in FAR 8.704. The JWOD Act is administered by the AbilityOne Program. The mission of the AbilityOne Program is to generate jobs for individuals who are blind or have another significant disability. More information on the AbilityOne Program can be found at www.abilityone.gov.

Additionally, the BPA requires compliance with the Trade Agreements Act of 1979 (TAA) (19 U.S.C. § 2501–2581); the Resource Conservation and Recovery Act (RCRA), Section 6002; the Farm Security and Rural Investment Act, Section 9002; the Energy Policy Act of 2005, section 104; Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management; and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance.

The JanSan 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 JanSan supplies and existing Government mandates, the following programs apply:

- Comprehensive Procurement Guidelines;
- BioPreferred Program;
- AbilityOne (see FAR 8.704);
- Section 508 of the Rehabilitation Act of 1973

#### 5.2.1. AbilityOne Authorized Distributor

Except with respect to BPAs awarded solely under Category Four, Contractors shall remain an AbilityOne Authorized Distributor for the BPA's entire period of performance. Contractors will be notified of any change in the AbilityOne representation during the course of the BPA.

### 5.2.2. Addition of Products

Based on an addition to the Procurement List or otherwise, if a commercial product is designated "essentially the same" (ETS) in accordance with 41 CFR Chapter 51, the BPA holder is required to update its Schedule contract and BPA to remove the ETS commercial product and add the corresponding AbilityOne product. BPA holders must block the purchase of ETS items with substitution of the appropriate AbilityOne product.

#### 5.2.3. Sustainable Products

As applicable, the contractor shall offer products that comply with the Government's sustainable acquisition policy, outlined in FAR Subpart 23.1. The Government has identified the environmental programs below as applicable to certain products that will be awarded under this BPA. Attachment 1 contains a complete list of relevant BPA products and their associated environmental requirements. As specified in Attachment 1, the Contractor is encouraged to, and in some cases must, offer products with specific environmental attributes when offering products in certain categories. The contractor may also visit the Green Procurement Compilation (www.sftool.gov/greenprocurement) for an updated, comprehensive database of products covered by mandatory federal environmental programs.

- a. BioPreferred: The U.S. Department of Agriculture (USDA) manages the BioPreferred program, which includes a Federal procurement preference program. Under this program, USDA designates categories of biobased products (e.g., glass cleaners). As a part of the designation process, USDA establishes the minimum biobased content for the category. Visit http://www.biopreferred.gov to learn more.
- b. Comprehensive Procurement Guidelines (CPG): Under the CPG program, the U.S. Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials, and recommends practices for buying these products (minimum content levels). Once a product is designated, procuring federal agencies are required to purchase it with the highest recovered material content level practicable. Visit www.epa.gov/cpg to learn more.
- c. The BPA CO will identify any new federal environmental requirements applicable to this BPA. The Contractors shall update their product offerings to include compliant products within 90 days of this notification (unless otherwise notified).
- d. Contractor is encouraged to provide an extensive selection of sustainable products. BPA holders shall assess BPA product offerings at least annually and refresh their product list accordingly.

## 5.2.4 Compliance with U.S. Mint Disputes Clause - for U.S. MINT orders only

#### U.S. MINT CLAUSE - DISPUTES (GP-3, OCT 2011)

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.

#### 5.2.5 Waiver of Non Manufacturer Rule

GSA received approval on June 10, 2013, for an Individual Waiver to the Non-Manufacturer Rule. (13 C.F.R. section 121.406.) This waiver will permit small business dealers to offer products from both large and small manufacturers, thus increasing small business opportunities under the BPAs.

## 5.3. Vendor Administration Requirements

#### 5.3.1. GSA Advantage!® and DoD EMALL

- a. Contractor shall maintain a current catalog on GSA Advantage!® and DoD EMALL 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 GSA Advantage!® and DoD EMALL. A 5-day lead time will be provided for price changes to be effective in GSA Advantage!® and DoD EMALL.
- c. Contractor shall not show commercial items and prices in their catalogs on GSA Advantage!® and DoD EMALL that have AbilityOne equivalents unless a purchase exception has been approved by the Central Nonprofit Agency (NIB/NISH) or the Committee for Purchase from People Who Are Blind or Severely Disabled. Substitutes shall be identified to the buyer at the time of order/checkout on GSA Advantage!® and DoD EMALL. If

AbilityOne items are not available to meet delivery times required by the BPA, the Contractor shall contact AbilityOne partnership representative Eric Beale at <a href="mailto:ebeale@AbilityOne.gov">ebeale@AbilityOne.gov</a> to report stock-outs and request a purchase exception. In this event, Contractor shall advise the customer and Contracting Officer via e-mail of any stock-outs and purchase exceptions.

- d. Within 5 business days of the BPA establishment notification, Contractor shall upload the BPA catalog reflecting awarded BPA pricing to GSA Advantage!® and DoD EMALL. Other Federal agencies also may require the BPA catalog to be uploaded to other portals as a condition of placing orders.
- e. Contractor shall not show commercial items and prices in their catalogs on GSA Advantage!® and DoD EMALL that do not meet the required environmental attributes as shown in Attachment 1. 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 Federal Supply Schedule 51 V, 73 and 75 pricing (prices may be reduced 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;
  - Exclude any products that do not meet requirements;
  - Prominently identify AbilityOne and items with the environmental attributes listed in Attachment 1.; and
  - If the Contractor establishes its own portal, it shall be clear which items are covered by this BPA. Even if the Contractor carries other GSA contracts, they must clearly identify which products are part of the FSSI JanSan BPA and which are not.

#### 5.3.2. Price Adjustments

BPA price adjustments will be determined by the Contracting Officer. Clause 552.216-70, Economic Price Adjustment, is applicable to the Contractor's underlying MAS Schedule contract(s). However, the

Government will not allow a price increase request for products approved under the BPA for the first year of the BPA. In approving any request for a price increase, the Contracting Officer will consider price changes to the underlying schedule contract, but will also conduct a horizontal and vertical price comparison. The mere fact of a price increase on the schedule contract will not be sufficient cause for approving a price increase under the BPA. The Contractor shall ensure price changes are reflected on GSA Advantage!® and DoD EMALL within 5 business days. As a condition of placing orders, Federal agencies also may require the uploading of the BPA catalog to other portals.

Contractor shall charge the BPA catalog price appearing on GSA *Advantage!*® and DoD EMALL until such time as a price increase modification is approved and posted. At any time, Contractor may offer a lower price to the ordering activity

#### 5.3.3. Aggregated BPA Discounts

Contractors are encouraged to propose additional aggregate tiered discounts based on Government-determined aggregated dollar purchase thresholds. These thresholds will be based on aggregated BPA Government spend across all categories of the full catalog for each individual BPA holder and will include future BPAs or contracts for the Requisition Channel under the FSSI program. Such additional aggregate tiered discounts become effective per the instructions in Attachment 1, JanSan 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 eligible GSA Schedule users, 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 Weighted Total Extended Market Basket Value 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, "Aggregated Sales Discounts" in Attachment 1, JanSan Supplies Quote Sheet. Weightings that will be used for this evaluation are as follows:

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

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

\$ 6 to \$12 million

16

\$12 to \$18 million \$18 to \$24 million \$24 to \$30 million \$30 million or more

#### 5.3.4. Reporting Capabilities

The Contractor must have the capability to capture and provide Level III data (sales data at line-item level) at point of sale to its order processor (e.g., merchant bank) for all purchases made with the GSA SmartPay purchase card. All Level III data must also be available for reporting to the Government. At a minimum, fields should 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 are intended to match with commercial level III data 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 <a href="http://www.gsa.gov/portal/content/230153">http://www.gsa.gov/portal/content/230153</a> and the document Library for additional information regarding the data elements listed above.

Contractor must have the capability to provide this 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). The Government may change submittal procedures from time to time, at no additional charge. See Attachment 10 – JanSan Vendor Monthly Report Templates.

#### 5.3.5. Customer Service

Contractor shall provide a customer service center that is operational during normal business hours Monday through Friday, except Federal holidays for 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. Contractor must have dedicated agency managers available to meet with Federal agency officials. The same manager may serve multiple agencies.

#### 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 acquisition vehicle 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, Contractor shall provide a plan of accomplishment that BPA pricing will be offered at all points of sale. The Contractor shall recognize the GSA SmartPay card and automatically charge a price no higher than the BPA price (see Terms and Conditions, subsection 5.6.4.). The point-of-sale discount (BPA price) shall apply to all purchases for items covered by the BPA, except when the ordering agency specifies that it is using another acquisition vehicle. BPA pricing shall be honored through all purchase channels.

Contractor shall remove MAS Schedule prices on GSA *Advantage!*® and DoD EMall and replace it with the FSSI JanSan BPA pricing so that each of the established FSSI JanSan contractors will only have one price on GSA *Advantage!*® (not including agency-specific BPA pricing that may be loaded under the BPA aisle).

### 5.3.7 Quality Control

The Contractor is responsible for providing quality control to ensure 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.).

The Government reserves the right to inspect any and/or all surveillance at the Contractor and/or Government facility, as may be necessary to determine supplies or services conform to BPA requirements. The Government will ensure that the Contractor has performed in accordance with the performance standards and expectations as identified by the JanSan Performance Requirement Summary (Attachment 9).

## 5.4. Program Requirements

## 5.4.1. Program Management Review

The Contracting Officer, Program/Project 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 means agreed to between the attendees, 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.

Some major Federal agencies may establish a central program management function. Such users may require their primary JanSan 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 Contractor shall remit a GSA Program Funding Fee of 2.0 percent (.02) incorporated into its total unit price(s). This program funding fee shall be comprised of the GSA Industrial Funding Fee (IFF) set at 0.75 percent (.0075), and an additional 1.25 percent (.0125) Administrative Service Fee for the BPA, which may be subject to revision(s) at any time. Upon revision, the Contractor is required to adjust pricing up or down by the applicable percentage to reflect the new fee structure.

Remittance of the GSA IFF portion (.0075) of the Program Funding Fee shall be done in accordance with the underlying Federal Supply Schedule 51 V, 73 or 75 contracts. 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 such instructions from time to time at no additional cost, following notification to the Contractor.

## 5.5. Reporting Requirements

#### 5.5.1. Management Reports

Contractor shall provide, at no cost to the Government, monthly management reports on the 15<sup>th</sup> of each month, containing at a minimum:

Metric	Description
Total Aggregated Sales	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 (Cleaning Compounds and Related Dispensers, Non- Motorized Cleaning Equipment and Waste

	Receptacles, Paper Products and Related Dispensers, Motorized Floor Cleaning Equipment and Accessories), report both value and percentage
Sales by Purchasing Channel	Total Monthly Sales by Purchasing 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
Sales of Products with Environmentally Sustainable Content	Total Monthly Sales of Products with Environmentally Sustainable Content, report both value and percentage of total sales
Activities to Promote Purchases of Sustainable Products	Steps taken to promote purchase of certified sustainable items, such as: BioPreferred, CPG, etc. (See Attachment 1)

The Contractor shall furnish reports via e-mail in a format determined by the Contracting Officer, Program/Project Officer, or designee(s), as directed in writing and in accordance with the schedule identified in the deliverables.

## 5.5.2. Usage Reports

Contractor shall provide, at no cost to the Government, monthly usage reports utilizing data captured at the transaction level and containing at a minimum the following: Monthly reports are due on the 15<sup>th</sup> of each month.

1. Product Identification Information		
Field Name	Description	
Item Description	Text description of the product purchased	
Product Category	Identifies which category the product falls into (Cleaning Compounds and Related Dispensers, Non-Motorized Cleaning Equipment and Waste Receptacles, Paper Products and Related Dispensers, Motorized Floor Cleaning Equipment and Accessories)	
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		
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		
Environmentally Sustainable Content	Sustainable products, as defined in Attachment 1.		
2. Product Pricing Information			
Field Name	Description		
Quantity of Item Sold	The number of products purchased		
Unit Price Paid	The price charged for a single unit		
Extended Price	Quantity of Item 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	Federal Supply Schedule 51V, 73 and 75 list price		
Discount Amount	The difference between the MAS Price and the Unit 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 day, 2 <sup>nd</sup> day, Overnigh			
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 over shipping		
Supplemental Fees Charge	Additional fees for orders below 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		
Field Name	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 reports in standard format uploaded directly to the Federal Strategic Sourcing Knowledge Management portal as directed, in writing, by the Contracting Officer, Project/Program Officer, or designee(s), in accordance with the schedule identified in the deliverables.

## 5.5.3. Performance Metric Reporting

The Contractor shall provide, at no cost to the Government, monthly performance metrics and measurement reports on the 15<sup>th</sup> of each month. These metrics and measure will gauge vendor BPA performance and will 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
Categories

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.** Sustainable Products Where Applicable

Sustainable products offered (as defined in Attachment 1),

Sustainable products added

Products that do not meet standards defined in Attachment 1

#### 7. Customer Satisfaction

**Annual Customer Satisfaction Survey** 

The Contractor will provide performance metrics and measures at the aggregated BPA level and individual agency level to the Contracting Officer. Contractor shall furnish reports in standard format as directed, in writing, by the Contacting Officer, Project/Program Officer, or designee(s), in accordance with the schedule identified in the deliverables.

#### 5.6. Terms and Conditions

- 5.6.1. Elements of the Market Basket may be revised as dictated by market conditions (e.g. product innovation/obsolescence) and/or the best interest of the Government. At a minimum, this requirement shall occur at least annually; frequencies may be revised in the future. Pricing for replacement items will be evaluated at the time of submission. Pricing for replacement items shall be based on a percentage discount from the Contractor's Federal Supply Schedule 51 V, 73 or 75 contracts and market analysis to determine price reasonableness.
  - 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 1, JanSan 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 card and issue transactions via GSA *Advantage!*® or DoD EMALL. The Contractor shall accept all ordering methods and payment methods, including purchase orders, convenience checks, and cash.
- 5.6.4. Contractor shall agree to accept the GSA SmartPay card as a method of payment for orders under the BPA. Payment via the GSA SmartPay card shall automatically trigger BPA pricing, without separate request, regardless of the sales channel. The cardholder shall not be required to ask for the discount, reference a BPA or contract number, and also shall not be required to sign up for a loyalty card program.
- 5.6.5. GSA SmartPay card holders in the 48 contiguous United States, Alaska, Hawaii, Puerto Rico, and international locations may use the BPA for the purchase of JanSan supplies.
- 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 the BPA. The Contractor shall provide updated information for POC/alternate as changes occur.
- 5.6.7. Within 10 business days after establishment of the BPA, the Contractor must submit an electronic format of its most current full-line catalog reflecting BPA-awarded pricing (Microsoft Excel spreadsheet) to the Contracting Officer, Project/Program Officer, or designee(s).
- 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. (GSAM 552.238-73) The Contractor shall notify the Contracting Officer and Agency Project Officer(s) no less than 60 days prior to the expiration of the Contractor's Federal Supply Schedule contracts. The BPA's period of performance will not extend beyond the expiration date of the Contractor's Federal Supply Schedule contracts.
- 5.6.9. Currently under the Multiple Award Schedule (MAS) program GSA only requires re-certification of business size as the result of a novation, stock purchase or MAS contract option (every 5 years). If a small contractor becomes large as the result of one of these events, their corresponding set-aside BPA option will not be exercised.
- 5.6.10. The terms and conditions of this BPA shall apply to all purchases made pursuant to it.

- 5.6.11. All terms and conditions of the Contractor's awarded Federal Supply Schedule 51 V, 73 or 75 contracts shall apply to the BPA and orders issued against the BPA by participating agencies. In the event of a conflict, the terms and conditions of the Contractor's Federal Supply Schedule 51 V, 73 or 75 contracts shall prevail over the BPA and all orders, except to the extent that lower prices in the established BPA shall take precedence over higher prices in the Contractor's Federal Supply Schedule 51 V, 73 or 75 contracts. Additionally, delivery terms in the BPA are applicable to BPA orders.
- 5.6.12. Any large business submitting a quote in response to this RFQ, must submit a Subcontracting Plan with goals greater than those approved under their existing Federal Supply Schedule 51V, 73, or 75 contracts. In addition a copy of their current approved subcontracting plan must also be provided with the quote. See Attachment 8, JanSan Subcontracting Plan Template.
- 5.6.13. The Government reserves the right to reopen this RFQ in order to establish additional BPAs if the GSA Contracting Officer determines it to be in the best interest of the Government to increase competition, support socio-economic goals, or to achieve other Government interests or requirements.
- 5.6.14. Contractor is encouraged to provide an extensive selection of sustainable products as shown on Attachment 1. Reporting requirements for sustainable items are outlined in Section 5.5.2. Usage Reports.
- 5.6.15. Clause 552.203-72 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law: The contractor shall certify that they do not have any past delinquent Federal tax liability or a felony conviction under any Federal law. (Attachment 7)

#### 5.7. Ordering Requirements & Procedures

#### 5.7.1. Order Placement

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

### 5.7.2. Order Responsiveness

For orders placed electronically, 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 with follow-up telling customer when item will be available

#### 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 cardholder or Government employee/purchaser placing the order 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 will 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 must replace items within 3 business days after receipt of notification of damage, at the Contractor's expense.

The Contractor must provide a returned merchandise authorization (RMA) and prepaid shipping label with each replacement order. The cardholder or Government employee/purchaser will document damage on shipping documents.

#### 5.7.5. Order Tracking

The Contractor shall maintain an order tracking system that permits the Government 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 established minimum order amount shall be \$100.00. Expedited shipping fees or inside delivery fees do not apply to 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;
- Agencies may directly place orders for less than \$3,000;
- Agencies should compare prices of the market basket from all Contractors within the applicable category for orders of more than \$3,000;
- Agencies are required to request price reduction and seek further competition among the established FSSI JanSan 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. Payment Options

Contractor shall accept the GSA SmartPay card as a method of payment for orders under the BPA. The Contractor shall accept all ordering methods and payment methods, including purchase orders, convenience checks, and cash.

#### 5.8.2. Acceptance of Government Purchase Cards

Contractors are required to accept the GSA SmartPay card and purchase orders for orders against the BPA. Personnel who provide a valid GSA SmartPay card with the appropriate agency prefixes are authorized.

The Contractor shall charge the GSA SmartPay card holder only upon 100 percent fulfillment of an order, excluding any agreed to back-ordered items. The Contractor shall charge the GSA SmartPay card only once per order, regardless of the number of shipments, except agreed to back-ordered items may be charged separately upon order fulfillment.

When a GSA SmartPay card is not used, the Contractor must restrict purchases to the Agency Project Officer or his/her designated purchasing official.

#### 5.8.3. Invoice Request

The Contractor shall automatically send an electronic copy of the invoice to the cardholder or Government employee/purchaser.

#### 5.8.4. Issue One Invoice

The Contractor shall issue one detailed invoice to the buyer for the total amount of an order regardless of the number of partial shipments. No split invoices are authorized.

## 5.8.5. Tax Exemption

The Contractor must provide tax exemption, where applicable, for all purchases covered under the BPA in accordance with FAR 52.229-3, Federal, State, and Local Taxes.

#### 5.9. Delivery Requirements

#### 5.9.1. Delivery

Except when otherwise specified in the order, all orders shall be delivered within the contiguous United States; within 5 to 7 business days after receipt of order (see Attachment 1, JanSan Supplies Quote Sheet). Contractors are encouraged to use EPA's SmartWay Transport Partnership (www.epa.gov/smartway/index.htm.).

#### 5.9.2. Freight on Board (FOB) Destination

The Contractor must ensure delivery to locations specified by the purchasing agency, FOB destination.

## 5.9.3. Packing Slip

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

- Name of BPA Contractor;
- BPA contract number, order, or call number;
- Name of cardholder or Government employee/purchaser and activity 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 cardholder or Government employee/purchaser and the agency name shall appear in all "ship-to" address blocks of packing slips and invoices.

## 5.9.4. OCONUS Delivery

Provide delivery Outside of Contiguous United States (OCONUS) such as Alaska, Hawaii, Puerto Rico, and international locations. Contractor must be able to recognize orders ultimately bound for overseas and comply with marking, packing, and labeling requirements.

#### 5.9.5. Expedited Delivery

The Contractor shall provide expedited delivery for CONUS and OCONUS based on the client's specific needs.

#### 5.9.6. Returns

The Contractor shall allow the Government to return 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.

#### 5.9.7. Restocking fees

The Contractor may assess a restocking fee in accordance with the established schedule restocking fee amount, however 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 when the item is returned due to item condition or Contractor error.

#### 5.9.8. Reliability

The Contractor must 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.

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, BPA-related performance metrics and measures on the 15<sup>th</sup> of each month.
- 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 and GSA *Advantage!*® and DoD EMALL reflecting awarded prices. As a condition of placing orders, agencies also may require the Contractor to upload the BPA catalog to other portals.
- 5.10.3. The Contractor shall provide the Contracting Officer, Project/Program Officer, or designee(s) with a primary and alternate POC within 3 to 4 business days after establishment the BPA. The Contractor shall provide updated information for POC/alternate as changes occur.
- 5.10.4. The Contractor should ensure GSA Advantage and DoD EMALL contains pictures of items on the BPA. This is to be completed within 30 days of BPA establishment and any BPA modification(s).
- 5.10.5. Within 10 business days of BPA establishment, the Contractor must submit its most current full-line catalog reflecting BPA established pricing catalog in electronic format (Microsoft Excel spreadsheet) to the Contracting Officer, Project/Program Officer or designees.
- 5.10. 6. Remittance of the IFF portion (.0075) of the Program Funding Fee shall be done in accordance with the underlying Federal Supply Schedule 51 V, 73 or 75 contracts. 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 such instructions from time to time at no additional cost, following notification to the Contractor.

The following schedule of deliverables will be used by the GSA Contracting Officer's Representative to monitor timely progress of the established BPA. All references to days are workdays; the abbreviation NLT stands for no later than. When the due date is a non-work day, the deliverable is due by the next work 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 <sup>th</sup> of each month
Usage Report (5.5.2)	Contractor	Monthly; due on 15 <sup>th</sup> of each month
Performance Metrics Report (5.5.3)	Contractor	Monthly; due on 15 <sup>th</sup> of each month
Operational Point-of-Sale Requirements (5.3.5)	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 Advantage!® 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. Government Administration Considerations and Responsibilities

6.1. The Contracting Officer is the sole point of contact for this requirement during the solicitation. Address any questions or concerns you may have to Jo Ann Stanley, Contracting Officer and Stephen Nieswiadomy, Contracting Officer. Written requests for clarification may be sent to Mrs. Stanley and Mr. Nieswiadomy at the following email addresses:

Jo Ann Stanley
General Services Administration
Federal Acquisition Service (FAS)
Greater Southwest Acquisition Center
E-mail: joann.stanley@gsa.gov

Stephen Nieswiadomy General Services Administration Federal Acquisition Service (FAS) Greater Southwest Acquisition Center E-mail: stephen.nieswiadomy@gsa.gov

- 6.2. Agencies shall have the option of designating a central Agency Project Officer (APO) to perform certain administration functions within the scope of the BPA, and to address and resolve issues specific to the ordering agency. The APO also is responsible for final inspection and acceptance of all reports and other responsibilities as may be specified in the BPA. The APO is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The APO 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 will be issued in writing and signed by the Contracting Officer. Any disputes arising from any awards against established BPAs that remain unresolved shall be subject to resolution in accordance with FAR 8.406-6, Disputes, and under the terms and conditions of the respective Contractor's Federal Supply Schedule 51 V, 73 or 75 contracts including FAR 52.212-4(d) and FAR 52.233-1.
- 6.3. Assignment of APOs 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.

## 7.0 Methodology for Evaluation and Basis for BPA Establishment

The decision to establish BPAs within each category will be based on the lowest priced quote among the eligible contractors providing technically acceptable quotes.

In each category, the following number of BPAs will be established. Out of those BPAs established in each category, some of the BPAs will be set-aside in accordance with the table shown below.

Category Number	Number of BPAs	Number Set-Aside for	Number set aside for
		Small Business	SDVOSB (subset)
1	6	5	1
2	5	4	1
3	5	5	1
4	5	3	0

#### 7.1. General Instructions for Quotation Submission

#### 7.1.1 Format Submission

In order to effectively and equitably evaluate all quotations, the Contracting Officer must receive information sufficiently detailed to clearly address submission requirements as outlined below. Quotations sought by this

solicitation shall be contained on a standard CD or DVD, and divided into two parts as follows:

- Part I Technical Quotation
   Written technical quotation to address the Go/No Go factors (see
   Subsection 7.2. 1. Technical/Quality Evaluation and General Rating
   System).
  - 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.
  - Blank sides and section dividers are not included in the page count.
  - Information submitted on any pages beyond the page limitation shall not be reviewed or evaluated.
- Part II Price Quotation
   Pricing information as provided in Attachment 1, JanSan Supplies
   Quote Sheet.
- 7.1.1.1 Contractor shall submit quotes in soft copy format.

  Soft copy instructions: The Contractor shall submit full quotation in electronic format on a standard CD or DVD. All media shall be write-protected, and no file shall be password protected. The Contractor shall submit quotation using appropriate Microsoft Office 2003 (or newer version) applications. The CD or DVD shall include the Contractor's name, the solicitation number, and the Disk Number (e.g., 1 of 3) on the label. The Contractor must submit two copies of their full quotations on two (2) CDs or DVDs.
- 7.1.1.2. Within each Part, the quotation pages shall be sequentially numbered. Information shall NOT deviate from the Government provided format and shall be double-spaced. The printed letters shall be in 12 point font (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. 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.

The Government reserves the right to verify and/or follow-up on any of the information presented in the quotation by seeking clarifications in accordance with FAR 15.306(a).

#### 7.1.2. Quote Due Date and Time

The following are the items to be submitted and their respective delivery dates.

Deliverable	No later than	Date
Part I – Technical Quotation	4:30 PM CT	November 12, 2013
Part II – Price Quotation	4:30 PM CT	November 12, 2013

- 7.1.3. Submission of a quote must be executed by a representative of the Contractor authorized to commit the Contractor to contractual obligations.
- 7.1.4. Contractor is expected to examine this entire RFQ document. Failure to do so will be at individual Contractor's risk.
- 7.1.5. Contractor shall furnish all information as called out by this RFQ.
- 7.1.6. The Government may establish BPAs without discussion based on initial quotes received.
- 7.1.7. The Government will not pay any Contractor for quotation preparation.
- 7.1.8. Contractor shall provide the authorization letter from AbilityOne with offer.
- 7.1.9. The Contractor shall agree to hold submitted quotes for no less than 90 days.

#### 7.2. Evaluation Criteria

Quotations under this solicitation will be evaluated for technical compliance, as specified in the RFQ solicitation. The Government will evaluate technical and price information contained in the quotations. BPAs will be awarded to contractors on the basis of lowest price technically acceptable (LPTA) quotes.

7.2.1. Technical/Quality Evaluation and General Rating System
The Government will perform an in-depth review of the quotes. The Evaluation
Team will rate each evaluation factor for each quote against the specified
evaluation criteria in the solicitation. The Team will not compare technical
quotations against each other.

The evaluation process will consist of the quotation compliance review, the technical review, and the price evaluation. The decision will be made on the basis of an assessment of the evaluation results as a whole, in accordance with the RFQ requirements.

The quotation compliance review consists of an initial check of a quote by the Team against the RFQ requirements. 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.

For each of the JanSan Categories in which the Contractor intends to submit a quote, the Contractor must offer products to meet each Market Basket item in that category. To do so, the Contractor must identify a catalog item that best matches each item description by inserting that item's manufacturer name, specific model number, using either the manufacturer or standard wholesaler part number, and UPC-A number. The Contractor must also identify the item's Country of Origin to ensure TAA compliance. To insure accuracy in the price evaluation, the Contractor must provide pricing for the Market Basket item that matches the size/quantity and unit of measure as stated in the Item Description and Unit of Measure in the Quote Sheet. Failure to bid an item, that is, failure to provide a qualifying product for each Market Basket item within a Category, and/or failure to specify manufacturer or wholesaler part number and/or failure to provide pricing reflective of the size/quantity and unit of measure as stated in the Quote Sheet may result in the rejection of the quote.

In addition to Attachment 1 Jan San Supplies Quote Sheet/ Market Basket, the contractor shall also fill out Attachment 2 Non priced Jan San Supplies sheet. The information in Attachment 2 shall be an exact duplication of information provided in attachment 1 exclusive of the pricing data. This sheet will be used for evaluation of technical compliance.

## 7.2.1.1.Technical Factor Rating System

The following rating system shall be employed to evaluate the technical sub-factors proposed:

- Acceptable (Go). Meets all requirements; Quote is relevant and clear; and/or poses little to no risk to the Government.
- Not Acceptable (No Go). The approach provided is significantly deficient in content/description of solution and/or does not meet the requirements and/or poses a significant risk to the Government.
- Neutral (N). Applicable to quotes with no available past performance information or to quotes providing clarification of any previous negative past performance which the Contracting Officer deems sufficient to mitigate any risk to the Government. A neutral rating will be considered the equivalent of Acceptable (Go).

Only those quotes found to be technically acceptable on all technical subfactors will be considered in the price evaluation/LPTA phase.

#### 7.2.1.2. Technical Quotation Go/No Go Factors

Technical quotations will first be evaluated on the following sub-factors to determine if they are technically acceptable. Only the quotes found to be technically acceptable on all technical sub-factors will qualify for the

price evaluation phase. Contractors may submit quotes in all four (4) categories, if they meet the qualifications for the category for which the quote is submitted.

All quotes will be reviewed for a technical evaluation of the Go, No-Go factors by the JanSan contracting team with a final determination for technical acceptability to be made by the contracting officer. Only those quotes determined to be technically acceptable in the non-price factor evaluation (step one) will advance to step two, the lowest price technically acceptable evaluation step. If the Contractor receives a No-Go on any one or more of the technical sub-factors, the Contractor's quote will be rejected and receive no further consideration. If the quote receives a Go on all of the technical sub-factors during the technical review it will move to the lowest price, technically acceptable (LPTA) evaluation step.

The Contractor must meet the following Go/No Go requirements:

- (1) AbilityOne Authorized Distributor (Not Applicable to Category Four, Motorized Floor Cleaning Equipment and Accessories): The Contractor shall provide evidence that they are an AbilityOne authorized distributor. 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 Market Basket items per category: The quotation shall include evidence that the Contractor can provide 100 percent of the Market Basket items on GSA Advantage!®. For quotations including 100 percent of the market basket products, GSA will perform random sample verification, based on the correct wholesaler or manufacturer part numbers, to ensure the products offered meet the descriptions and environmental attributes, are TAA and Essentially The Same (ETS) requirement compliant, and are on the Contractor's Federal Supply Schedule 51V, 73 or 75 contract(s). If the items offered do not meet the market basket item descriptions and all regulatory requirements specified in the RFQ, it shall result in a quote receiving a No Go rating. Contractors must propose 100% of the Market Basket items in order to receive a Go rating, but if they meet this subfactor, they will be permitted to propose additional non-Market Basket items for inclusion in any resulting BPA, as long as the non-Market Basket items fall within the scope of the relevant JanSan Category. See Attachment 1, JanSan Supplies Quote Sheet.
- (3) Plan of accomplishment to provide point of sale discount for all BPA orders: The quote shall provide the Contractor's plan of accomplishment to provide a point of sale discount within 30 days of BPA establishment. In evaluating the plan of accomplishment to provide a point of sale discount within 30 days of BPA establishment, GSA will look for

- (1) evidence that the Contractor is already providing a point of sale discount, or (2) clear actionable milestones and controls that assure the date will be met. If the quotation does not include a clear and reasonable plan of accomplishment, it shall receive a No-Go rating. Three page maximum.
- (4) **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 quote shall demonstrate the Contractor's capability and agreement 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 quotation does not demonstrate the Contractor's capability to provide Level III transaction data it will receive a No Go rating. Three pages maximum.
- (5) **Trade Agreement Act (TAA) compliant:** The Contractor shall provide a written statement declaring assurances that the item(s) are TAA compliant. If the Contractor fails to provide this documentation concerning their TAA compliance the quote will result in a No Go rating. One page maximum.
- (6) **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. Assessment reports covering the previous three (3) years from the RFQ closing date, with the NAICS Codes for each category will be evaluated.

The vendor 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.

The determination as to whether any negative past performance information poses a significant risk to the Government, or whether an explanation of negative past performance provided by a Contractor adequately mitigates the risk to the Government, will be up to the discretion of the Contracting Officer making the award. In situations where the Contractor does not have record of past performance or if GSA has no information, the Contractor will receive a neutral rating.

#### 7.2.2. Price Evaluation

Technically acceptable and compliant quotes will be evaluated to determine which quotes represent the lowest prices.

The Government will analyze submitted price quotes and evaluate prices as called out in Attachment 1, JanSan Supplies Quote Sheet, and as discussed in Section 7, Methodology for Evaluation and Basis for BPA Establishment. 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.

All price quotes for items listed in Attachment 1, JanSan Supplies Quote Sheet, must be on the Contractor's Federal Supply Schedule 51V, 73 or 75 contracts prior to quotation due date and time.

For evaluation purposes only, qualified Hubzone firms submitting offers will receive a 1% price preference in the form of a price reduction. For example, this preference will be calculated as follows

Type of Firm	Market Basket Price	Market Basket Price with Preference		
Hubzone Firm	\$1,000,000	\$990,000		
Large Business	\$995,000	\$995,000		
In this example the award would go the Hubzone firm.				

Pricing for non-Market Basket items will be established based on the category discount model discussed below under Paragraph 7.2.2.4, Non-Market Basket. See Attachment 1, JanSan 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 Federal Supply Schedule 51V, 73 or 75 contract pricing as set forth in this RFQ, except as limited by paragraph 5.3.2., Price Adjustments.

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

7.2.2.1 Attachment 1- JanSan Supplies Quote Sheet/ Market Basket
Contractors should carefully review each Tab in the JanSan Supplies
Quote Sheet/Market Basket to insure that all required information is
provided. The Market Basket for each of the four (4) JanSan categories is
provided as a separate Tab in the Quote Sheet. As stated in section 7.2.1.
(Technical/Quality Evaluation and General Rating System), for each of the
JanSan Categories in which the Contractor intends to submit a quote, the
Contractor must offer products to meet each Market Basket item in that
category. To do so, the Contractor must identify a catalog item that best
matches each item description by inserting that item's manufacturer name,
specific model number, using either the manufacturer or standard
wholesaler part number, and UPC-A number. The Contractor must also

identify the item's Country of Origin to ensure TAA compliance. Additionally, the Contractor must provide the item's percentage of biobased or postconsumer content, where applicable. The Contractor must propose Market Basket items that meet the Environmental Attributes detailed in Attachment 1. Next, the Contractor must provide the item's GSA Schedule contract number and current GSA schedule price on that contract. Finally, the Contractor must provide the quoted BPA price. To insure accuracy in the price evaluation, the Contractor must provide pricing for the Market Basket item that matches the size/quantity and unit of measure as stated in the Item Description and Unit of Measure in the Quote Sheet. Failure to bid an item, that is, failure to provide a qualifying product for each Market Basket item within a Category, and/or failure to specify manufacturer or wholesaler part number and/or failure to provide pricing reflective of the size/quantity and unit of measure as stated in the Quote Sheet may result in the rejection of the quote.

#### 7.2.2.1.1 Environmental Attributes

Contractors must provide the percentage of biobased or postconsumer content for each proposed Market Basket item. The table below outlines the Comprehensive Procurement Guidelines (CPG) and BioPreferred policies that must be met for each Category. All applicable product types within each Category are provided a policy requirement level: "Optional," "Must Offer," or "Offer Exclusively." The level indicates the number of Market Basket items of that product type that must meet the outlined Environmental Attribute listed in the "Detailed Requirement" column.

- Optional: Contractors are encouraged to provide products that meet the outlined biobased / postconsumer content minimum
- <u>Must Offer</u>: Contractors must propose at least one Market Basket item within the product type that meets the outlined biobased / postconsumer content minimum
- Offer Exclusively: Contractors must propose only Market Basket items within the product type that meet the outlined biobased / postconsumer content minimum

The "Environmental Attributes" tab of the Quote Sheet will track the progress and update a "Status" column as requirements are met. If the Contractor believes the "Status" column is inaccurate, the Contractor has the opportunity to enter the proposed Manufacturer Name and Part Number that meets the outlined requirement. GSA will confirm the provided item(s) meets the listed criteria.

# 7.2.2.1.2 Item Purchase Descriptions (IPDs) for AbilityOne National Stock Numbers (NSNs)

Several items in the Market Basket for categories One, Two and Three have been identified as AbilityOne products. See Attachment 3 for the full descriptions of these NSNs.

The Contractor must complete the Aggregated Sales Discounts Tab. The Aggregated Sales Discounts Tab of the Quote Sheet will show the Aggregate BPA Spend Thresholds. For each threshold, Contractors will provide discount values, i.e., the discounts offered from MAS pricing that go into effect when aggregate spend (contractor sales) thresholds are met.

A Weighted Total Extended Market Basket Value will be determined for each category. This Weighted Total Extended Market Basket Value will be calculated through a weighting of the proposed pricing at the base BPA price and the pricing at each Aggregate BPA Spend Threshold. For example, Proposed BPA Price (column 12) times the Estimated Annual Volume (column 4) equals the extended price at base tier (column 14) times the Base Tier Evaluation Weighting of 70%. This calculation will be repeated at each tier level to arrive at the Weighted Total Extended Market Basket Value. The Aggregate BPA Spend Thresholds and price weighting factors are shown below.

For each Category, the following calculations will occur.

- The quoted Aggregated Sales Discount value (discounts offered in addition to the discount(s) used to calculate the proposed Base Tier BPA Price) will be applied to calculate a Discount off of MAS Price for each Market Basket item at each Aggregate BPA Spend Threshold Tier (\$6M+, \$12M+, \$18M+, \$24M+, \$30M+). See above example and the "Instructions" Tab of Attachment 1 JanSan Supplies Quote Sheet.
- The Quoted Base Tier BPA price and the Aggregate BPA Spend Threshold prices will be weighted as follows:

0	Base Tier	70%
0	Tier 1 (\$6M+)	10%
0	Tier 2 (\$12M+)	8%
0	Tier 3(\$18M+)	6%
0	Tier 4 (\$24M+)	4%
0	Tier 5 (\$30M+)	2%

 The weighted pricing will be used to determine the Weighted Total Extended Market Basket Value for each Category. Awards will be based upon the lowest Weighted Total Extended Market Basket Value.

## 7.2.2.2 Reverse Auctioning

GSA may then allow revised pricing submittals. If the Government chooses to allow revised pricing submissions, it may publish the lowest Contractor offered pricing information to all Contractors within a category, with the aim of aiding Contractors 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. If the Contracting Officer determines that it is in the best interest of the Government to supply the current best price offerings prior to establishment of the BPAs, the best offered price information will be provided in the form of a single, non-attributable Weighted Total Extended Market Basket Value. No additional quotation information regarding this value (such as specific items proposed, individual item pricing, name of Contractor offering best value, etc.) will be provided beyond the single calculated value. Contractors should anticipate such repricing events having a very short window, (e.g. less than 1 day).

GSA may conduct additional rounds of re-pricing, and will call a halt to this process once it no longer sees meaningful changes in the pricing received.

There will be no formal call for final pricing revisions.

#### 7.2.2.3 Additional BPAs

GSA initially intends to establish the discrete number of BPAs, as described under the category descriptions in section 4. Scope. However, the Government reserves the right to establish additional or fewer BPAs at the outset or may reopen the RFQ at any time in the future during the life span of the BPAs to establish additional BPAs within any or all of the categories, if determined by the GSA Contracting Officer to be in the Government's best interest.

#### 7.2.2.4.Non-Market Basket

Successful BPA holders will be permitted to propose the addition of Non-Market Basket items only within the scope of their awarded categories. GSA will not permit the addition of any Non-Market Basket items unless the prices for those items are fair and reasonable. Vendors must provide a discount off of MAS price for all Non-Market Basket items that is greater than or equal to three (3) percentage points below the average Market Basket discount. 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 in the Quote Sheet (Threshold equals average Market Basket discount minus 3 percent, i.e. 7% in the above example). The Contractor shall enter the word "YES" to confirm that they are offering at least this category discount for all non-

market basket items within the category. (See Tab "Non-Market Basket Pricing" on Attachment 1 JanSan Supplies Quote Sheet.)

## 8. Attachments

Attachment 1: JanSan Supplies Quote Sheet

Attachment 2: Non-Priced JanSan Supplies Sheet

Attachment 3: JanSan Purchase Channel AbilityOne NSN IPDs

Attachment 4: JanSan Supplies Definition

Attachment 5: JanSan Agency Commitments

Attachment 6: JanSan Participating Agencies' Spend

Attachment 7: JanSan Representation 552.203-72

Attachment 8: JanSan Subcontracting Plan Template (Large Businesses Only)

Attachment 9: JanSan Performance Requirement Summary

Attachment 10: JanSan Vendor Monthly Report Templates

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

Clause No	Clause Title	Date
Provisions ar	nd 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)
252.201-700	O Contracting Officer's Representative	(Dec 1991)
552.211-80	Age on Delivery	(Feb 1996)
552.211-89	Non-Manufactured Wood Packaging Material for Export	(Jan 2010)
52.247-34	F.O.B. Destination (Deviation-May 2003)	(Nov 1991)
G-FSS-908	Placement of Orders If Contractor Fails To Perform	(Jun 1996)
52.209-6	Protecting the Government's Interest When Subcontracting With	
	Contractors Debarred, Suspended, or Proposed For Debarment	(Dec 2010)